



Rizzetta & Company

Magnolia West Community Development District

August 3, 2021

District Office:
2806 N. Fifth Street Unit 403
St. Augustine, FL 32084

www.magnoliawestcdd.org

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084

Board of Supervisors	Judith Linde Arrington Lentz Fermin Lewis Douglas Kurht Cynthia Riegler	Board Supervisor, Chairman Board Supervisor Vice Chairman Board Supervisor, Asst. Secretary Board Member Board Member
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Hopping Green & Sams, P.A.
District Engineer	Ryan Stilwell	Prosser

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

District Office · 2806 N. Fifth Avenue, Unit 403 · St. Augustine, Florida 32084 · (904) 436-6270
www.magnoliawestcdd.org

July 27, 2021

Board of Supervisors
Magnolia West Community
Development District

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **August 3, 2021 at 6:00 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043. The following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on May 11, 2021.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for April 2021 and May 2021.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Ratification of Acceptance of Annual Engineer's Report.....Tab 3
 - C. Amenity Manager Report
 - 1.) First Coast CMS, Amenity Manager Report, July 2021.....Tab 4
 - 2.) Update on Landscape Lighting Proposal
 - 3.) Discussion Regarding Amenity Policies.....Tab 5
 - D. Landscape Report
 - 1.) BrightView Landscape Report, July 20, 2021.....Tab 6
 - E. District Manager
5. **BUSINESS ITEMS**
 - A. *Consideration of Painting Proposal(s) (Under Separate Cover)*
 - B. *Consideration of Proposals for Amenity Flooring (Under Separate Cover)*
 - C. Consideration of Proposals for Pressure Washing Proposal(s).....Tab 7
 - D. Consideration of Lake Doctors Renewal Proposal.....Tab 8
 - E. Consideration of BrightView Renewal Proposal.....Tab 9
 - F. Consideration of Resolution 2021-04, Setting Date, Time and Location of FY21/22 Regular Meetings.....Tab 10
 - G. Public Hearing on Fiscal Year 2021/2022 Budget
 - 1.) Consideration of Resolution 2021-05, Approving Fiscal Year 2021-2022 Final Budget.....Tab 11

- H. Consideration of Resolution 2021-06, Imposing Special Assessments.....Tab 12
- I. Discussion Regarding a Request to the City of Green Cove Springs for Medinah Lane Crosswalk
- 6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**

CALL TO ORDER / ROLL CALL

AUDIENCE COMMENTS ON AGENDA ITEMS

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

MAGNOLIA WEST
COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Magnolia West Community Development District was held on **Tuesday, May 11, 2021 at 6:0 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, Florida 32043. Following is the agenda for the meeting.

Present and constituting a quorum:

Judith Linde	Board Supervisor, Chairman
Arrington Lentz	Board Supervisor, Vice Chairman
Fermin Lewis	Board Supervisor, Assistant Secretary
Douglas Kuhrt	Board Supervisor, Assistant Secretary
Cynthia Riegler	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams
Ryan Stilwell	District Engineer, First Coast CMS (Via Speakerphone)
Tony Shiver	President, First Coast CMS
Brian Mercer	Associate Branch Manager, BrightView Landscaping

Audience present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher opened the Board of Supervisors Meeting at 6:02 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments on agenda items.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the Audit Meeting held February 9, 2021**

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the Minutes of the Audit Meeting held February 9, 2021 for Magnolia West Community Development District.

FOURTH ORDER OF BUSINESS**Consideration of the Minutes of the Board of Supervisors' Regular Meeting held February 9, 2021**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held February 9, 2021 for Magnolia West Community Development District.

FIFTH ORDER OF BUSINESS**Ratification of the Operation and Maintenance Expenditures for January 2021, February 2021 and March 2021**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board ratified Operation and Maintenance Expenditures for January 2021 in the amount of \$20,598.62, February 2021 in the amount of \$22,982.16 and March 2021 in the amount of \$23,884.15 for Magnolia West Community Development District.

SIXTH ORDER OF BUSINESS**Acceptance of Annual Audit Report, Fiscal Year Ending September 30, 2020**

On a motion by Ms. Linde, seconded by Ms. Lentz, with all in favor, the Board accepted Annual Audit Report, Fiscal Year Ending September 30, 2020 for Magnolia West Community Development District.

SEVENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
- 1.) Update on E-Verify
 - 2.) Memorandum Regarding Sunshine Law and Public Records
- Ms. Buchanan reviewed the new E-Verify requirements that went into effect in January.

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board authorized the District Manager to complete the E-Verify registration for Magnolia West Community Development District.

Ms. Buchanan then briefly reviewed the memorandum regarding Sunshine Law and Public Records and encouraged any Board Supervisors with questions to reach out to her directly.

B. District Engineer

1.) *Acceptance of Annual Engineer's Report (Under Separate Cover)*

The District Engineer noted the report was not complete for this meeting but should be completed in the next couple of weeks.

On a motion by Mr. Lewis, seconded by Ms. Lentz, with all in favor, the Board approved Chairperson to review and accept the report between meetings for Magnolia West Community Development District.

C. Amenity Manager Report

1.) First Coast CMS, Amenity Manager Report, April 22, 2021

2.) Discussion Regarding COVID-19 Restrictions

Mr. Shiver reviewed his report found under Tab 7 of the agenda. He noted that the air conditioning was not operating correctly. The Board directed him to obtain proposals for repairs or replacement if needed.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board authorized the Chairperson to review these proposals and approve outside of a meeting for Magnolia West Community Development District.

Mr. Shiver also reviewed concerns surrounding incidents with underage children at the facility.

He then presented a proposal from Bills products for playground repairs (Exhibit A).

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the proposal from Bliss Products in the amount of \$3,432.00 for playground repairs for Magnolia West Community Development District.

Mr. Shiver reviewed pricing for new chairs for the deck at the amenity center.

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board authorized a not to exceed amount of \$950.00 for twenty four (24) Lowes chairs for Magnolia West Community Development District.

The Board reviewed a request for swimming lessons at the facility and denied the request at this time.

D. Landscape Report

1.) BrightView Landscape Report, April 20, 2021

Mr. Mercer reviewed the report found under Tab 8 of the agenda. The Chairperson noted concerns regarding the plants by the tennis court area and requested the annuals be more impactful flowers going forward. Mr. Mercer will forward a proposal for sod in the area of concern at the tennis courts and will send options for annuals as well.

There was a question regarding the fountains at the entrance that were converted to planters and if the motors were sold to recoup funds. It was noted that aside from a drain which could be filled the fountains were let intact should the Board ever choose to convert them back in the future.

The Board then reviewed proposals found under Tabs 10 and 11 of the agenda.

On a motion by Ms. Linde, seconded by Ms. Lentz, with all in favor, the Board approved the proposal for tree cut backs at the amenity center in the amount of \$652.00 for Magnolia West Community Development District.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board approved proposal for the installation of stone at the pool pump area in the amount of \$1,884.50 for Magnolia West Community Development District.

The Board then moved back to COVID restrictions. Ms. Buchanan updated the Board about the COVID Liability bill. The Board authorized going back to pre-COVID restrictions and requested an E-Blast be sent to the community regarding this.

E. District Manager

Ms. Gallagher updated the Board that Clay County Utility Authority has issued the CDD a credit in the amount of \$10,755.04 due to over reading of a meter since July 2019.

Direction was given to obtain pressure washing proposals for both sides of the median to the entrance from 315, as well as the area along 315, Phase 1, with the area along 315 at the preserve section being itemized separately.

EIGHTH ORDER OF BUSINESS**Consideration of Proposals for Landscape Lighting**

The Board reviewed proposals for landscape lighting along the berm and the front of the amenity building from Prolighting. The Board also reviewed a proposal from Advanced Lawn Tech (Exhibit B) for the berm area in the amount of \$2,295.99. Discussions ensued.

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board approved the proposal from Advanced Lawn Technology in the amount of \$2,295.99, contingency of a minimum of one (1) year warranty for Magnolia West Community Development District.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2021-03,
Approving Fiscal Year 2021-2022 Proposed
Budget and Setting Public Hearing**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board adopted Resolution 2021-03 Approving Fiscal Year 2021-2022 Proposed Budget and Setting Public Hearing for August 3, 2021 at 6:00 p.m. at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, Florida 32043, for Magnolia West Community Development District.

The Board also directed the District Manager to cancel the August 10, 2021 meeting.

TENTH ORDER OF BUSINESS**Audience Comments and Supervisors
Request**

No supervisors request.

No audience comments.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board of Supervisors adjourned the meeting at 7:41 p.m. for the Magnolia West Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures April 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,350.31**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Brightview Landscape Services, Inc.	001930	7285343	Fall Flowers 03/21	\$ 315.00
Brightview Landscape Services, Inc.	001930	7285629	Fountain & Sign Landscape Enhancement 03/21	\$ 7,410.36
Brightview Landscape Services, Inc.	001932	7303898	Monthly Landscape Service 04/21	\$ 2,847.95
First Coast CMS, LLC	001934	5599	Amenity Staff, Janitorial, Pool & Maintenance Service 04/21	\$ 3,706.16
Fitness Pro	001937	24787	Qrtly Preventative Maintenance 04/21	\$ 150.00
Florida Department of Revenue	001938	65-8017548744-9 1st Quarter	FL Sales And Use Tax 01/01/21 - 03/31/21	\$ 19.62
Hopping Green & Sams	001931	121435	Monthly Legal Services 02/21	\$ 700.00
Innersync Studio, Ltd dba. Campus Suite	001933	19312	Website Service ADA Compliance 04/21	\$ 384.38
Rizzetta & Company, Inc.	001927	INV00000057599	District Management Fees 04/21	\$ 3,769.84
Rizzetta Technology Services, LLC	001928	INV00000007394	Website Hosting Services 04/21	\$ 100.00
The Lake Doctors, Inc	001935	569283	Lake Maintenance w/Addt'l Lake 04/21	\$ 597.00
Turner Pest Control, LLC	001929	07334534	Pest Control 03/21	\$ 70.00
Turner Pest Control, LLC	001929	7130814	Pest Control 12/20	\$ 70.00

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Turner Pest Control, LLC	001929	7280415	Pest Control 02/21	\$ 70.00
Turner Pest Control, LLC	001936	7334534	Pest Control 03/21	\$ 70.00
Turner Pest Control, LLC	001939	7414599	Pest Control 04/21	<u>\$ 70.00</u>
Report Total				<u>\$ 20,350.31</u>

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures May 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,956.92**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrington Lentz	001951	AL051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Brightview Landscape Services, Inc.	001954	7330716	Monthly Landscape Service 05/21	\$ 2,847.95
Clay County Health Department	001955	10-BID-5303443	Pool Permit #10-60-0137 2021/2022	\$ 250.00
Clay Electric Cooperative, Inc.	001940	7213663 04/21	3490 Canyon Falls Drive 04/21	\$ 1,178.00
Clay Electric Cooperative, Inc.	001940	9075317 04/21	3179 Canyon Falls Dr Entry Sign 04/21	\$ 31.00
Clay Electric Cooperative, Inc.	001940	9075319 04/21	3185 Canyon Falls Dr Sign 04/21	\$ 31.00
Clay Today	001946	323899 04/21	Legal Advertising Acct #502236 04/21	\$ 101.25
Comcast	2021052721-1	8495 74 150 0248350 05/21	Amenity Cable/Phone/Internet 05/21	\$ 296.44
Cynthia R Riegler	001949	CR051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Douglas Robert Kuhrt	001950	DK051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Ferman Clifford Lewis II	001952	FL051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
First Coast CMS, LLC	001956	5670	Amenity Staff, Janitorial, Pool & Maintenance Service 04/21	\$ 3,706.16
First Coast CMS, LLC	001941	5701	Reimbursement for Purchases 03/21	\$ 1,766.43

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast CMS, LLC	001947	5773	Reimbursement for Purchases 04/21	\$ 944.97
Hopping Green & Sams	001942	122018	Monthly Legal Services 03/21	\$ 353.50
Mattie Wallace	001945	041821	Rental Deposit Refund 04/21	\$ 50.00
Republic Services #687	2021052721-2	0687-001127252	Amenity Trash Removal 04/21	\$ 234.46
Republic Services #687	2021052721-2	0687-001133734	Amenity Trash Removal 05/21	\$ 239.46
Republic Services #687	2021052721-2	0687-001140277	Waste Disposal Services 06/21	\$ 239.46
Rizzetta & Company, Inc.	001943	INV0000058165	District Management Fees 5/21	\$ 3,769.84
Rizzetta Technology Services, LLC	001944	INV0000007488	Website Hosting Services 05/21	\$ 100.00
Tammy Rowson	001953	040321 Tammy Rowson	Area Rental Deposit Refund Tammy Rowson	\$ 50.00
The Lake Doctors, Inc	001957	576026	Lake Maintenance 05/21	\$ 597.00
Turner Pest Control, LLC	001948	7479956	Pest Control 05/21	\$ 300.00
Turner Pest Control, LLC	001958	7486562	Pest Control 05/21	\$ 70.00
Report Total				<u>\$ 17,956.92</u>

STAFF REPORTS

District Counsel

District Engineer

Tab 3



Creative Visionaries. Engineering Minds®

May 21, 2020

Susan M. Heafner, Trust Review Analyst
U.S. Bank Corporate Trust Services
225 Water Street, Suite 700
Jacksonville, Florida 32202

PROJECT: Magnolia West Community Development District
Prosser Project No. 111007.01
SUBJECT: Consulting Engineer's Report 2021

Dear Ms. Heafner:

In accordance with Section 9.21 of the Master Trust Indenture for the Magnolia West Community Development District ("District"), Prosser, Inc., the District Engineer, has reviewed the portion of the Project (as defined in the Indenture) owned by the District, and such portion appears to have been maintained in good repair, working order and condition.

The fiscal year 2020/2021 budget along with current reserves are sufficient, in our opinion, to provide for operation and maintenance of the portion of the Project owned by the District.

In accordance with Section 9.14 of the Master Trust Indenture, Prosser has reviewed the property schedule stating the current limits of insurance coverage and the policy appears to adequately cover the value of the District owned improvements.

Should you have any questions or comments related to the information provided in this report, please do not hesitate to contact our office.

Sincerely,
PROSSER, INC.

A handwritten signature in blue ink, appearing to read "Ryan P. Stilwell".

Ryan P. Stilwell., P.E.
Principal

Amenity Manager Report

Tab 4



Magnolia West Community Development District

Field Report May 2021

First Coast CMS LLC
07/27/2021

Swimming Pool

There were several issues regarding the pool. We had an incident where a patron fell through the zero entry grating and cut herself. The resident went to the ER and confirmed that nothing was broken, and we never heard back from the resident regarding the incident. Upon inspecting the grating, it appears that several sections were not installed properly due to being over trimmed to fit the pool. This led to the ability for the grating pieces to shift. We rearranged these pieces so this type of failure can not occur again. The remainder of the zero entry was inspected.

We received a report from a resident that her child was hurt due to the vacuum suction cover being gone. Upon inspection, we found that the port cover was removed. The vacuum port was replaced and a follow up with the parent confirmed that the child was okay.

Due to the national chlorine shortage, we have been notified of a 3.38 % price increase. This will result in about \$200 annual cost increase for the District.

Common Area and Events

We are still waiting on repairs to be made on the playground by the Contractor (Bliss). The Contractor has received the decks that needed to be replaced but the mounting hardware is not compatible with the existing structure. New hardware needed to be ordered and we are waiting on that to arrive from the manufacturer. A call was placed to Bliss on 7/26 for status update and they were following up with manufacturer that day.

Horizon Casual will be replacing all the pool deck chairs at their cost. We have been experiencing issues with the new chairs that they provided, mainly broken supports. They came out once to replace all the supporting hardware and we still continue to have them break. Rather than repairing them again, they are going to replace them all.

The preserve side playground gate was ripped completely off the fence. We were able to repair this inhouse. While onsite, we received complaints of the back gate to the playground being unlocked and open for kids to access the pond. The gate was chained closed.

The fencing beside the grill came unattached and was failing into the pool area. We resecured the fencing.

The soffit in the grill area was blown loose by an afternoon storm. This was repaired inhouse.

The playground gate latch was damaged and needed to be replaced.

We contacted American Electrical about the parking lot lights being on during the day. Upon inspection, it was determined that someone adjusted the photoswitch. The switch was replaced with a type that could not be adjusted.

A locksmith was called to repair the back door lock to the meeting room.

Island A/C was out to investigate the issues with the a/c system. There were several issues that were repaired and the system is now functioning properly.

The Amenity Center took a lightning strike during the week of July 19th. After inspection, we determined that nothing was damaged.

We were only able to locate 5 of the chairs approved by the Board at Lowes and they are currently unavailable (sold out) online. We will continue to check stores and purchase them as they become available.



Update on Landscape Lighting Proposal

Tab 5

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
For the
Amenity Facilities

Amended – October 9th, 2018

Magnolia West
Amenity Center
3490 Canyon Falls Dr.
Green Cove Springs, FL. 32043

DEFINITIONS

"Amenity Facilities" or "Amenity"- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Amenity Facilities Policies of Magnolia West Community Development District, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

"Annual User Fee"- shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" - shall mean the Magnolia West Community Development District's Board of Supervisors.

"Guest" - shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

"District" - shall mean the Magnolia West Community Development District.

"District Manager" - shall mean the professional management company with which the District has contracted to provide management services to the District.

"Non-Resident User" - shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Guests, and Non-Resident User who are eighteen (18) years of age and older.

"Property Owner" - shall mean that person or persons having fee simple ownership of land within the Magnolia West Community Development District.

"Renter" - shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

"Resident" - shall mean any person or persons having residing in a home within the Magnolia West Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

**MAGNOLIA WEST ANNUAL USER
FEE**

The Annual User Fee for any Non-Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes.

GUESTS

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Residents or Non-Resident Users may bring no more than five (5) persons per lot as guests to the Amenities at one time unless the Patron has reserved the Magnolia West room or pool pavilion at the Amenity Facility and has paid the required usage fee. In the event a Patron has rented the Magnolia West room or pool pavilion at the Amenity Facility, the number of Guests shall be limited by the Magnolia West room or pool pavilion policies.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron.

Two (2) Facility Access Cards will be issued to each property owning entity within, the District and non-resident fee paying entity. The max any more family can hold is two (2) Facility Access Cards at any one time.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Residents and Non-Resident Users of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), its appointee, and the District Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Magnolia West Amenity Facilities or lands.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, tennis courts, playground area, and sidewalks surrounding these areas.

- (12) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Alcoholic beverages are not permitted at any District owned facility or property at any time.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.

- (3) Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

District Equipment: All equipment owned, by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or

Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY- SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol, glass containers, food, and drink are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) The District Manager or its designee is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (10) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility; this usually requires the pool being closed for one (1) full day. This day will be every Monday except for Holidays when the pool will be open; the pool will then be closed on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.
- (11) Pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (12) The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (14) Proper swim attire (no cutoffs) must be worn in the pool.
- (15) No chewing gum is permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed

- (21) Pool furniture is not to be removed from the pool area.
- (22) Loud, profane, or abusive language is absolutely prohibited.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity Center pool and covered lanai area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board.
- (29) The Amenity Center pool may not be used by any Patron who is under the influence of alcohol or drugs.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time without specific consent from the District's Board.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits)
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.

- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

TENNIS FACILITY POLICIES

Tennis courts are available on a first come, first serve basis. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. Also please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is tennis a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper tennis shoes and attire, as determined by the District Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (3) Tennis courts are for Residents and Non-Resident Users and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (6) Court hazards or damages, such as popped line nails, need to be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) The tennis facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.
- (12) Children under the age of thirteen (13) are not allowed to use the tennis facility unless accompanied by an adult Resident or Non-Resident User.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

THE AMENITY CENTER RENTAL POLICIES

Residents and Non-Resident Users may reserve the Magnolia West Room and outside Pool Pavilion area through Amenity Center Staff for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Residents and Non-Resident Users may not reserve the Magnolia West Room or Pool Pavilion more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event for the Magnolia West Room shall not exceed fifty (50) persons or twenty-five (25) persons for the Pool Pavilion. If the number of persons attending an event exceeds 25 people, Residents and Non-Resident Users must also pay for the salary of a District representative which will present during the event and will be available to provide assistance and coordination. Reservation of the Magnolia West Room and Pool Pavilion is on a first come, first serve basis and is subject to approval by the District Manager. Rental of both the Magnolia West Room and the Pool Pavilion simultaneously is not permitted. Upon application for use of the Magnolia West Room and the Pool Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Magnolia West Room or Pool Pavilion will be required to pay the costs associated with the attendant. The Magnolia West Room or Pool Pavilion will not be available for use on the following days:

December 24th
December 31st
Easter Sunday
Memorial Day
Thanksgiving Day

December 25th
January 1st
July 4th
Labor Day

The Amenity Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

The Magnolia West pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. However, should any Patron or his or her guest(s) violates any of the policies set forth in this section or this Amenity Facilities Policies, the event will be immediately cancelled and the applicable security deposit shall be forfeited.

A cleanup fee in the amount established by District rule is required for all functions. Amenity Center Staff should be contacted to make proper arrangements regarding the reservation of the Magnolia West Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Magnolia West Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (4) Patrons are not allowed to bring or use their own grills or smokers at the Magnolia West Amenity Center.
- (5) Appropriate attire must be worn at all times in the Magnolia West Amenity Room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (6) Each individual is responsible for cleaning up the Magnolia West Room after use.
- (7) Do not leave wet clothing, suits, or towels on the furniture or floor.
- (8) Loud music is not permitted.
- (9) Please treat district staff and other Patrons with courtesy and respect.
- (10) Patrons under the influence of alcohol or drugs may not use the Amenity Center Pool.
- (11) If any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.

- (12) In addition to policy (11) set forth above, if, during the event, the law enforcement is called to the Amenity Facilities due to a Patron's behavior that poses a threat to the health, safety and welfare of other Patrons of the District or to the District's property, then the Amenity Manager or the District Manager may, in his or her discretion, suspend that Patron's privileges to use the Amenity Facilities, for an appropriate duration in reasonable proportion to the severity of misconduct, or until the date of the next Board of Supervisors meeting, whichever occurs first. Such suspension may be appealed to the Board of Supervisors at their next regularly-held meeting, and the Board may consider, in their sole discretion, whether the suspension should be held as imposed, adjusted, or reversed to reinstate the Patron's privileges.

Schedule of Fees/Deposits

- (1) The non-refundable rental fee for the Magnolia West Room is set as follows: \$50.00 for up to 25 guests or \$100.00 plus the cost of a district representative for 26 up to 50 guests. A non-refundable rental fee for the Pool Pavilion is set as follows: \$50 for up to 25 guests. Both the Magnolia West Room and the pool pavilion have a maximum rental time limit of 5 hours. A final guarantee (number) of Guests is to be conveyed to the Amenity Center Staff no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Magnolia West Community Development District" and submitted to the Amenity Center Staff at the Amenity Center during posted office hours.
- (2) A refundable security deposit of \$150.00 for the Magnolia West Room and \$50 for the pool pavilion shall be charged to the persons making the reservation and shall be submitted to the Amenity Center Staff at the Amenity Center during posted office hours in the form of a separate check (which shall be made payable to the "Magnolia West Community Development District"). To receive a full refund of the deposit, the following must be completed:
1. Ensure that all garbage is removed from the premises.
 2. Remove all displays, favors or remnants of the event.(No adhesives permitted on walls or windows)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops and sink area.
 5. Ensure that no damage has occurred to the Magnolia West Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Resident or Non-Resident User reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any. As provided above, if any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees

from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Magnolia West Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the District Manager and/or the Amenity Manager may, at any time, restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons, or to protect the Amenity Facilities from damage. Such infraction, restriction or suspension shall be imposed, in the discretion of the suspending authority, for an appropriate duration in reasonable proportion to the severity of misconduct. . Such infraction and suspension shall be documented by the suspending authority. The Board of Supervisors shall be notified to review this action and take any appropriate action, in their sole discretion, at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Amenity Manager, District Manager, or the Board of Supervisors, in accordance with procedures identified in the Amenity Facilities Policies, and a Patron may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
7. Damages or destroys District property.

District Suspension and Termination Process:

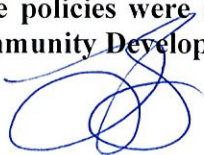
In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in preceding paragraphs, the District shall follow the general process outlined below with regard to suspension or termination of a Patron's privileges:

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron and kept on file at the District Manager's Office.
- C. Third Offense- Automatic suspension from all Amenity Facilities for an appropriate duration in reasonable proportion to the severity of misconduct as determined by the Amenity Manager or District Manager, or until the suspension is removed by the Board of Supervisors at their next regularly scheduled meeting, whichever occurs first. If the suspension is to be considered at the Board meeting, a complete record of all relevant documentation of misconduct at issue and previously documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension or possible termination of the Patron's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Notwithstanding the process outlined above, the District Manager and/or Amenity Manager shall have the authority to immediately suspend a Patron's privileges if a Patron's actions pose an immediate threat to the health, safety and welfare of other Patrons or the condition of the Amenity Facilities.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

The above policies were amended and adopted by the Board of Supervisors for the Magnolia West Community Development District on this 9th day of October, 2018.



Secretary/Assistant Secretary



Chairman/Vice Chairman

Landscape Report

Tab 6

Quality Site Assessment

General Information

Property Name: Magnolia West CDD

Date: Tuesday, July 20, 2021

Next Inspection Date:

Client Attendees:

Brightview Attendees: Brian Mercer

CUSTOMER FOCUS AREA:

Amenities, lakes and focal entrances.

MAINTENANCE ITEMS:

- 1) Flowers at main sign recently installed. Looking healthy and colorful.
- 2) St Augustine turf along Medinah Lane is green with very little weeds present.
- 3) Remove vines hanging over white fence by corner sign.
- 4) Entrance marquee signs need a little bed weed control. Flowers look good.
- 5) Planter at main sign isn't draining well causing water to hold and drowning the plants
- 6) Fertilize drift roses in two areas at main entrance beds.
- 7) Big lake seems to be a week behind. Catch up mowing this visit.
- 8) Remove spent agapanthus blooms.
- 9) 57 stone installation at pool pump was completed.
- 10) Trim hedges in pool area.
- 11) All ponds on the main clubhouse side were completed last week.

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Playground mulch on Derby Forest has lost its color. Propose to install new.
- 2) Playground mulch at main clubhouse has lost its color. Propose to install new.

NOTES TO OWNER/CLIENT:

Quality Site Assessment

Maintenance Items

Flowers at main sign recently installed. Looking healthy and colorful.



[1 / 11]

Maintenance Items

St Augustine turf along Medinah Lane is green with very little weeds present.



[2 / 11]

Maintenance Items

Remove vines hanging over white fence by corner sign.



[3 / 11]

Maintenance Items

Entrance marquee signs need a little bed weed control. Flowers look good.



[4 / 11]

Quality Site Assessment

Maintenance Items

Planter at main sign isn't draining well causing water to hold and drowning the plants



[5 / 11]

Maintenance Items

Fertilize drift roses in two areas at main entrance beds.



[6 / 11]

Maintenance Items

Big lake seems to be a week behind. Catch up mowing this visit.



[7 / 11]

Maintenance Items

Remove spent agapanthus blooms.



[8 / 11]

Quality Site Assessment

Maintenance Items

57 stone installation at pool pump was completed.



[9 / 11]

Maintenance Items

Trim hedges in pool area.



[10 / 11]

Maintenance Items

All ponds on the main clubhouse side were completed last week.



[11 / 11]

Quality Site Assessment

Recommendations for Property Enhancements

Playground mulch on Derby Forest has lost its color. Propose to install new.



[1 / 2]

Recommendations for Property Enhancements

Playground mulch at main clubhouse has lost its color. Propose to install new.



[2 / 2]

District Manager

BUSINESS ITEMS

*Consideration of Painting
Proposal(s)
(Under Separate Cover)*

*Consideration of Proposal(s) for
Amenity Room Flooring
(Under Separate Cover)*

Tab 7



PO Box 51289
Jacksonville Beach FL 32240
(904) 220-3337,
Info@krystalklean.com

Estimate

ESTIMATE #	58172757
DATE	
PO #	

CUSTOMER
C/o First Coast CMS, LLC Tony Shiver 352 Perdido St Saint Johns, FL, 32259-8756 (904) 537-9034 Tony@FirstCoastCMS.com

SERVICE LOCATION
C/o First Coast CMS, LLC Magnolia West CDD 3490 Canyon Falls Dr Green Cove Springs, FL, 32043-9230 (904) 537-9034 Tony@FirstCoastCMS.com

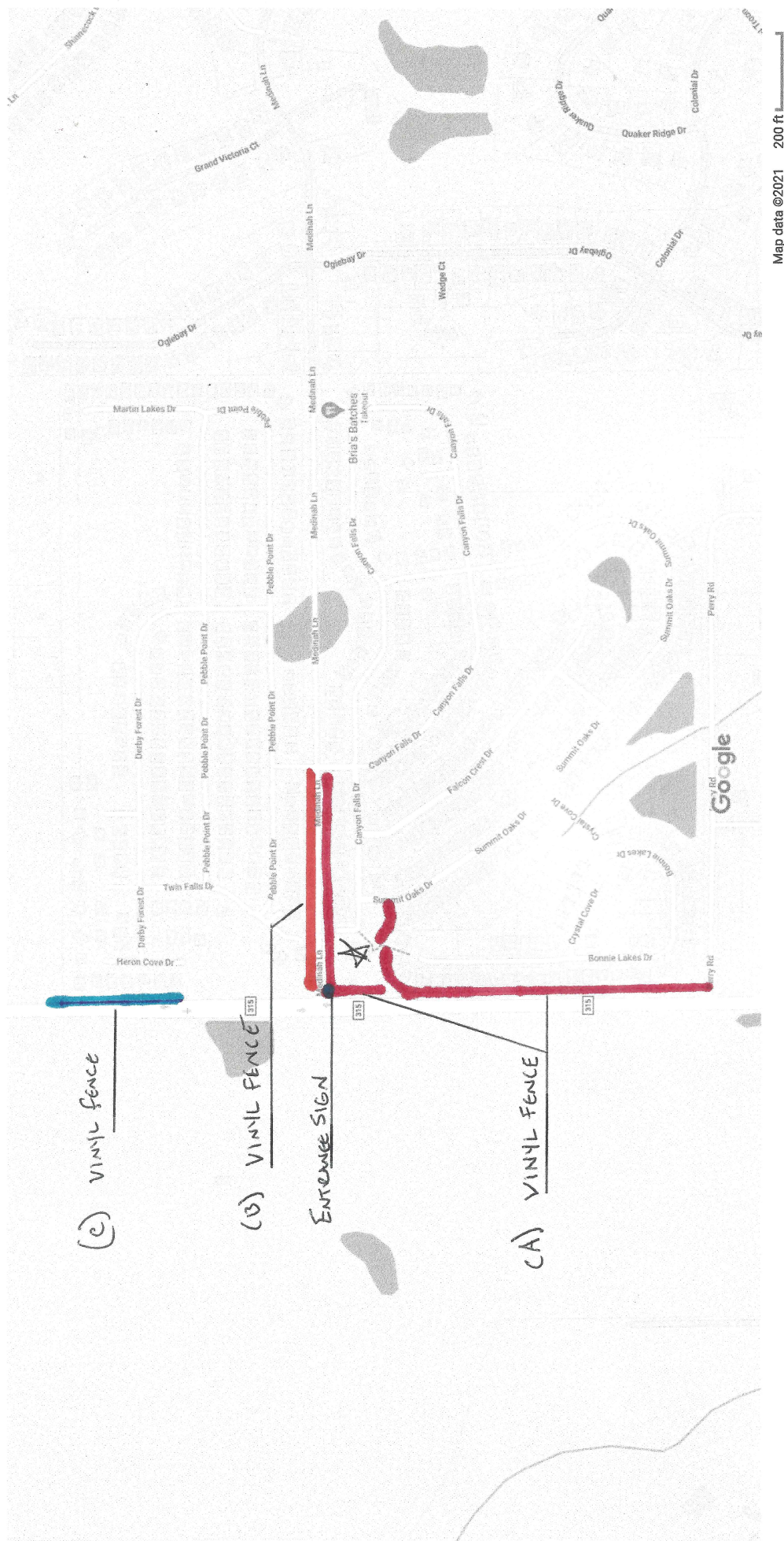
DESCRIPTION	soft washing and window washing
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Description	Qty	Rate	Total
Commercial Soft Wash Soft wash outside of amenity center building Soft washing removes most mildew, dirt, and algae which accounts for 95% of roof discoloration in Florida. This process potentially expose mineral deposit stains that would require additional chemical treatment to remove. Reflections does not currently offer this chemical service on roofs. Please discuss any questions with your representative	1.00	\$650.00	\$650.00
Commercial Window Cleaning Wash outside of exterior windows -Service includes cleaning glass to remove organic build-up. -Removal of paint, adhesives, calcium deposits, or construction debris from glass is an additional service. -Customer Acknowledges the risk of using a scraper when cleaning glass and holds Reflections harmless to use scrapers or razors for removal of build-up (if needed). -We use high quality, industry-standard razor blades and professional technique to reduce risk of glass scratches.	1.00	\$125.00	\$125.00
Pressure Wash Flat Surfaces Pressure wash sidewalk and curbing in the Amenity Center parking lot and between building and playground. Sidewalk running East to West from building to back edge of tennis court (stop at message board sign). Sidewalk leaving amenity center to vinyl fence cut through (south of building) Pressure Wash flat surfaces as requested. Many stains due to automotive fluids, tree nuts, rust, and mineral deposits will not be removed completely with pressure washing. We will do our very best but make no guarantee that all stains will be removed.	1.00	\$725.00	\$725.00
Commercial Soft Wash Soft wash all pavers on the front of the building, upper terrace on back of building, and entire pool deck.	1.00	\$250.00	\$250.00
Commercial Soft Wash Soft wash road facing side of vinyl fencing A (RED)- runs along CR315b North to South, and ends at tennis court. Both sides of vinyl fencing along berm of Amenity Center and	1.00	\$1,765.00	\$1,765.00

Monument Sign. Road facing side of vinyl fencing on the Southside of Medinah road all the way to the first entrance to Magnolia West. (Nothing east of the community entrance)			
Commercial Soft Wash Soft wash road facing side of vinyl fencing B (Orange)- runs along the North side of Medinah Rd all the way to the entrance of The Preserve at Magnolia West.	1.00	\$450.00	\$450.00
Commercial Soft Wash Soft wash road facing side of vinyl fencing C (Blue)- Runs CR315B North to South and runs from the last house	1.00	\$245.00	\$245.00
Duval		7.50%	\$9.38

Estimate Total: \$4,219.38

CUSTOMER MESSAGE
<p>Thank you for the opportunity to serve you!</p> <p>We uphold the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, we cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.</p> <p>Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.</p>



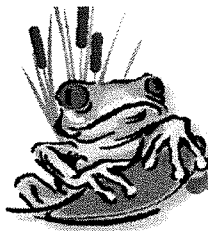
(c) VINYL fence

(b) VINYL FENCE

ENTRANCE SIGN

CA) VINYL FENCE

Tab 8



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

MAS/720332 R

This Agreement, made this _____ day of _____ 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** () _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Ten (10) ponds associated with **Magnolia West CDD**, Green Cove Springs, FL

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. **Service will cease effective October 1, 2020 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	597.00 monthly
2. Shoreline Grass and Brush Control Program	\$	INCLUDED
3. Additional Treatments, if Required	\$	INCLUDED
4. Free Callback Service	\$	INCLUDED
5. Monthly Written Service Reports	\$	INCLUDED
Total of Services Accepted	\$	597.00 monthly

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$597.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before September 15, 2020.
- F. **The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.** Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed


MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____

Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.

Tab 9

LANDSCAPE SERVICES AGREEMENT

Date: July 23, 2021

BrightView: BrightView Landscape Services, Inc.

Client: Magnolia West CDD

Contract Start Date: September 1, 2021

Contract End Date: August 31, 2024

Service Fee*: \$35,388.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. **Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an

"Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

- 3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
- 4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
- 5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.

- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement

continued uninterrupted until the end of its then current term.

- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy

is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Delaware will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: _____
Address: _____

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Magnolia West CDD	Landscape Site Location:	3438 Canyon Falls Drive Green Cove Springs, FL 32043
Client Business Name:	Rizzetta & Co.	Client Contact Name:	Lesley Gallagher
Client Contact Telephone:	(904) 436.6270	Client Contact Email:	lgallagher@rizzetta.com
Billing Business Name:	Rizzetta & Co.	Billing Contact Name:	Lesley Gallagher
Billing Contact Telephone:	(904) 436.6270	Billing Contact Address:	2806 N. 5 th Street Unit #403 Saint Augustine, FL 32084
BrightView Contact Name:	Rodney Hicks	BrightView Contact Telephone:	(904) 292-0716

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Table A: Recurring Service Fee:

Total Recurring Service Fee
\$35,388.00/year
\$2,949.00/month

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of September (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

Scope of Landscape Services

Landscape Management

Base Management Monthly Price	\$ 2,363.00
Base Management Yearly Fee	\$ 28,356.00

Base Management pricing includes:

- 52 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning

Fertilizer/Pest Control/Weed Control Monthly Price	\$ 256.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$ 3,072.00

Agronomics Management pricing includes:

- Turf Fertilization (4)
- Turf Insect Control
- Turf Weed Control
- Shrub and Groundcover Fertilization (2)
- Shrub and Groundcover Insect Control

Irrigation Inspection Service Monthly Price	\$ 330.00
Irrigation Inspection Service Yearly Fee	\$ 3,960.00

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones (16)
- Monthly cleaning irrigation heads
- Monthly Irrigation report
- Replace broken heads and repair all above ground delivery systems (ie Drip Tubing)

Total Management Monthly Price **\$ 2,949.00**

Total Management Yearly Fee Total **\$ 35,388.00**

Additional Services:

Annual Installation Monthly Price	\$ 305.00
Annual Installation Yearly Fee	\$ 3,660.00

Annual Installation pricing Includes:

- Install 4" annuals 4x/year
- Prep and cleanup is included in price

Palm Tree Pruning Monthly Price	\$ 20.00
Palm Tree Pruning Yearly Fee	\$ 240.00

Palm Pruning pricing includes:

- Palms pruned 1x/ year
- 8 Sabal Palms
- Cleanup and debris removal is included in the price

Mulch Application Monthly Price	\$ 764.00
Mulch Application Yearly Fee	\$ 9,168.00

Mulch pricing includes:

- 2x/year mulching of all ornamental beds and tree rings
- 320 bales of Pine Straw & 45 cubic yards of Brown Mulch 2x/year
- \$4,584.00 per occurrence
- Prep and cleanup is included in the price

Total Contract Value: \$48,456.00 per year

Description of Services (attach diagrams if necessary):

C PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance. Outside of focal areas, edging surfaces will alternate between hard surfaces and bed lines weekly.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

GROUND COVER AREA/SHRUB AREAS:

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

TREE CARE:

Pruning:

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 10 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

Palm Pruning:

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

MULCHED AREA:

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulch beds should be replenished with up to 2" of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency.

Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$75.00 emergency calls will apply.

DEBRIS CLEANUP:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.



EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

APRIL 1 – OCTOBER 31 – Once a week

NOVEMBER 1 – MARCH 31 – Once every two weeks

This schedule estimates that there will be between 38 – 41 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches and each mowing should leave the St. Augustine at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within thirty-six hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Magnolia West Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All pond banks identified on the overall Magnolia West Maintenance Exhibit shall be mowed incorporating a minimum of 21 cuts. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. It is preferred mulch type mowers be used around pond banks. Regardless, mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

- 2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails (unless otherwise directed), etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.
Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN THIRTY-SIX HOURS OF NOTICE BY DISTRICT.

- 3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs, and other architectural structures including entrance features and decorative buffer walls/fences. They shall also be pruned over sidewalks, nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.) Contractor shall also trim back all tree branches from interfering with traffic signs and street lights on an as-needed basis.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Magnolia West. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are coming into contact with architectural structures of any type. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks &

pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash, broken limbs, palm boots and fronds and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL NON-SELECTIVE HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of any and all turf as well as all ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas (including expansion joints in sidewalks and gutters) shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week. Saturday work is allowed with prior approval.

9) Monthly written reports will be generated and sent to the District Manager on all necessary updates and problems associated with this contract.

10) Contractor agrees to have a company representative that will attend all CDD meetings.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES and Regulations for CLAY COUNTY. Copies of all Certifications of Training shall be supplied to CDD representative with submission of bids.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF CLAY COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

Except as otherwise regulated all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level North Florida turf. It is the Contractor's responsibility to familiarize himself with IFAS Guidelines and to follow all requirements for timing and application of fertilizers as well as all BMP training requirements.

All Bahia Areas:

March	A complete fertilizer based on soil tests + Pre M
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	A complete fertilizer based on soil tests

All St. Augustine Sod:

March	A complete fertilizer based on soil tests + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
June	FE - Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz. /3-5 gal water/1000 sq. ft.). If the Fe is applied to an acidic soil, use one pound of iron sulfate per 1000 square feet. If the soil is calcareous, use the container label recommended rate of an iron chelate.
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	A complete fertilizer based on soil tests.

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at

every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Finished Landscape Areas as shown on the Maintenance Exhibit.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of Magnolia West CDD one (1) time per month. Areas shall include all of the existing irrigation systems to date. (All zones and controllers)

A. IRRIGATION SYSTEMS

1. Manual test and inspection of each irrigation zone.
2. Clean and raise heads as necessary even those within plant beds, if applicable.
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation filters inside of valve boxes
5. Annual zone wire ohm reading @ controllers
6. Replacement of worn-out irrigation heads, drip tubing, etc.
7. Programming irrigation controllers for quarterly annual installation, if applicable.

B. REPORT

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as required to ensure entire zone is running properly. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. After the thirty (30) day period has expired, Contractor shall assume responsibility for any and all maintenance costs, including parts and labor, associated with the irrigation system of 2 inches or less, to include, but not limited to, malfunctioning sprinkler heads, microjet heads, nozzles, drip and delivery lines. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Clay County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to apply for and receive a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability, procedure and cost per application to provide freeze protection for any and all irrigation and water source components susceptible to freezing.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped ornamental beds and tree rings with Grade A Pine Bark Mini nuggets or with Pine Straw mulch as specified on landscape plan up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches. Compaction must be figured into the quantity for Pine Straw as three (3) inches is what will be required after compaction/settling has occurred.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all pine bark nugget bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Pine Bark Nugget beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after entire top-dressing is completed. Partial payments will not be made. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals.

The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District. This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

4 rotations per year.

Contractor is responsible for inspecting Magnolia West CDD and taking their own measurements in order to fully understand the scope of work necessary for the maintenance required. If you need access to any inaccessible District property or have any questions to be answered that will help in your bid, you can contact: Lesley Gallagher –District Manager @ 904-436-6270 or Lgallagher@rizzetta.com

Please provide the following with all labor and materials included based on 52 site visits:

1. Pricing for General Landscape Maintenance.
2. Pricing, schedule and formulas for fertilization.
3. Pricing for irrigation inspections and maintenance. (Please list additional charges and pricing for such items other than routine maintenance as a separate price from this bid.)
4. Pricing for pest control and prevention.
- *5. Pricing for installation of Red Mulch to a depth of 3 inches. This item will not be included in the contract amount, but shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantity to be installed per top dressing (based on their field measurements) and shall submit with bid. If the amount of mulch laid is not sufficient, additional mulch will be required at the Contractor's expense. The District reserves the right to subcontract any mulching event to an outside vendor.
- *6. Pricing for pruning of palms taller than 10' as well as any other pruning the Contractor deems to be outside of the regular contract.
- *7. Pricing for annuals.

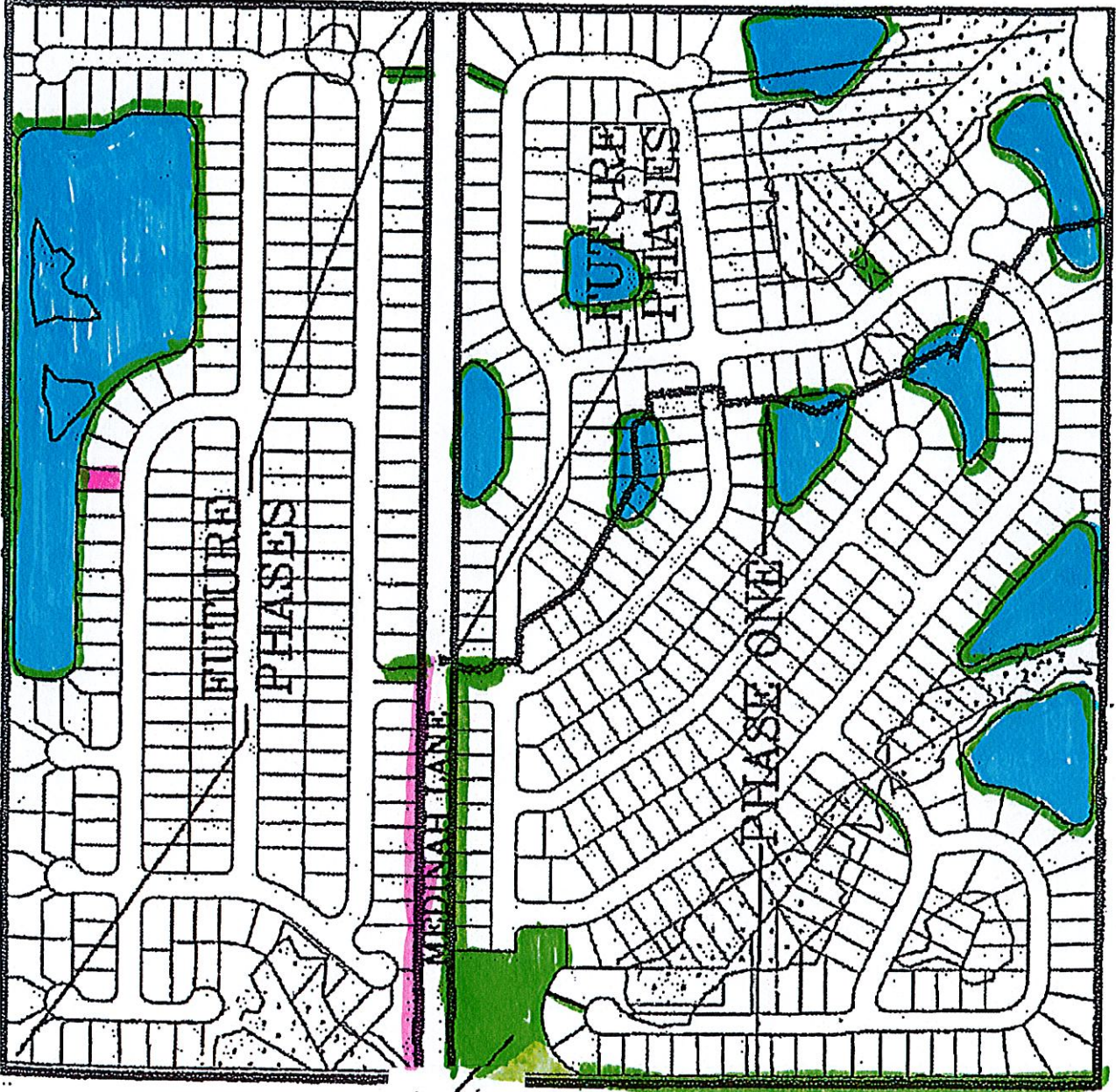
*8. Pricing for anything that the Contractor deems outside the regular contract. Any service not listed here and deemed regular maintenance and necessary by District Management will be performed at contractor's expense.

Please give itemized pricing, but add items 1, 2, 3, and 4 together for the contract total.

Please provide pricing for items 5, 6, 7 and 8 as separate from the contract. All information must be submitted by the deadline in order to be considered. It can be e-mailed to the District Manager at Lgallagher@rizzetta.com or mailed or hand delivered to: 2806 N. Fifth Street, Unit 403, Saint Augustine, FL 32084. The DEADLINE IS August 12, 2019 @ 12 NOON.

PARCEL TWO

PARCEL ONE



AMENITY
CENTER

CR 315

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

added in November 2019

Tab 10

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MAGNOLIA WESTCOMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Clay County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED THIS 3rd DAY OF AUGUST, 2021.**

**MAGNOLIA WESTCOMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT “A”

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2021/2022

October 12, 2021
February 8, 2022
May 11, 2022 *
August 9, 2022 *

All meetings will convene at 3:30 p.m. except those marked with * , which will convene at
6:00 pm at the Magnolia West Amenity Center,
located at 3490 Canyon Falls Drive Green Cove Springs, FL 32043.

**Public Hearing on
Fiscal Year 2021/2022 Budget**

Tab 11

RESOLUTION 2021-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2021, submitted to the Board of Supervisors (“**Board**”) of the Magnolia West Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Magnolia West Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
CAPITAL RESERVE FUND	\$_____
DEBT SERVICE FUND (SERIES 2006)	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 3rd day of August 2021.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors



Rizzetta & Company

Magnolia West Community Development District

magnoliawestcdd.org

Proposed Budget for Fiscal Year 2021-2022

Presented by: Rizzetta & Company, Inc.

**2806 N. Fifth Street
Suite 403
St. Augustine, Florida 32084
Phone: 904-436-6270**

rizzetta.com

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Rizzetta & Company

Proposed Budget
Magnolia West Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 05/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 366,652	\$ 366,798	\$ 366,798	\$ -	\$ 365,491	\$ (1,307)	
6	TOTAL REVENUES	\$ 366,652	\$ 366,798	\$ 366,798	\$ -	\$ 365,491	\$ (1,307)	
8								
9	Balance Forward from Prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND	\$ 366,652	\$ 366,798	\$ 366,798	\$ -	\$ 365,491	\$ (1,307)	
12								
13								
14	ADMINISTRATIVE							
15								
16	Legislative							
17	Supervisor Fees	\$ 1,800	\$ 2,600	\$ 4,000	\$ 1,400	\$ 4,000	\$ -	Based on Quarterly Meetings
18	Financial & Administrative							
19	Administrative Services	\$ 2,829	\$ 4,244	\$ 4,244	\$ 0	\$ 4,244	\$ 0	
20	District Management	\$ 11,536	\$ 17,304	\$ 17,304	\$ -	\$ 17,304	\$ -	
21	District Engineer	\$ 420	\$ 3,420	\$ 5,000	\$ 1,580	\$ 5,000	\$ -	
22	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
23	Trustees Fees	\$ 3,771	\$ 3,771	\$ 3,800	\$ 29	\$ 3,800	\$ -	
24	Assessment Roll	\$ 5,408	\$ 5,408	\$ 5,408	\$ -	\$ 5,408	\$ -	
25	Financial & Revenue Collections	\$ 3,433	\$ 5,150	\$ 5,150	\$ -	\$ 5,150	\$ -	
26	Accounting Services	\$ 12,360	\$ 18,540	\$ 18,540	\$ -	\$ 18,540	\$ -	
27	Auditing Services	\$ 4,026	\$ 4,026	\$ 4,000	\$ (26)	\$ 3,750	\$ (250)	Based on Current Engagement
28	Arbitrage Rebate		\$ 600	\$ 600	\$ -	\$ 600	\$ -	
29	Public Officials Liability Insurance	\$ 2,421	\$ 2,421	\$ 2,536	\$ 115	\$ 2,663	\$ 127	Based on Estimate Provided
30	Legal Advertising	\$ 440	\$ 1,250	\$ 1,250	\$ -	\$ 1,250	\$ -	
31	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
32	Miscellaneous Fees	\$ 100	\$ 150	\$ 250	\$ 100	\$ 250	\$ -	
33	Website Hosting, Maintenance, Backup	\$ 1,953	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	Based on Current Agreements
34	Legal Counsel							
35	District Counsel	\$ 5,320	\$ 7,980	\$ 15,000	\$ 7,020	\$ 15,000	\$ -	
36								
37	Administrative Subtotal	\$ 60,992	\$ 85,539	\$ 95,757	\$ 10,218	\$ 95,634	\$ (123)	
38								
39	OPERATIONS							
40	Security Operations							
41	Seasonal Security Services			\$ 15,000	\$ 15,000		\$ (15,000)	Could Possibly Include Additional Facility Monitor Hours FY 20/21. Removed Line for FY 21/22 and Added to Line 75
42	Electrical Utility Services							
43	Utility Services	\$ 9,203	\$ 18,000	\$ 22,000	\$ 4,000	\$ 18,000	\$ (4,000)	FY20/21
44	Garbage/Solid Waste							
45	Garbage - Recreation	\$ 1,881	\$ 2,822	\$ 3,000	\$ 179	\$ 3,000	\$ -	

Proposed Budget
Magnolia West Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 05/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
46	Water-Sewer Combination							
47	Utility Services	\$ 6,284	\$ 6,284	\$ 8,500	\$ 2,216	\$ 8,500	\$ -	CCUA issued \$10,775.42 Adjustment in March 2021
48	Stormwater Control							
49	Lake/Pond Bank	\$ 4,776	\$ 7,164	\$ 7,164	\$ -	\$ 7,164	\$ -	
50	Other Physical Environment							
51	General Liability/ Property Insurance	\$ 10,206	\$ 10,206	\$ 10,348	\$ 142	\$ 11,227	\$ 879	Based on Estimate Provided
52	Entry Monument & Fence Maintenance	\$ 465	\$ 4,930	\$ 7,500	\$ 2,570	\$ 7,250	\$ (250)	Fountains Removed in 2021. To Also Include Pressure Washing.
53	Landscape & Irrigation Maintenance Contract	\$ 27,884	\$ 45,714	\$ 47,446	\$ 1,732	\$ 48,500	\$ 1,054	Proposed 3% Increase and Additional Annuals With Fountain Conversion
54	Irrigation Repairs	\$ 634	\$ 2,800	\$ 3,000	\$ 200	\$ 3,000	\$ -	
55	Landscape Replacement Plants, Shrubs, Trees	\$ 7,725	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	Included Fountain Area Enhancements FY 20/21 and. Proposed to Include Possible Pool Area And Amenity Center Enhancements FY 21/22
56	Miscellaneous Expense	\$ 1,917	\$ 4,745	\$ 2,000	\$ (2,745)	\$ 2,000	\$ -	FY 2020/21 Included Removal of Crepe Myrtles and Possibly Trimming of Tree Canopies at Facility and Rock Installation at Pumps.
57	Road & Street Facilities							
58	Amenity Sidewalk Repair & Maintenance		\$ 650	\$ 1,000	\$ 350	\$ 1,000	\$ -	
59	Amenity Parking Lot Repair & Maintenance		\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	Re-Striping ?
60	Miscellaneous Expense		\$ 750	\$ 1,000	\$ 250	\$ 1,000	\$ -	
61	Parks & Recreation							
62	Amenity Management Staffing Contract	\$ 22,037	\$ 29,383	\$ 29,383	\$ -	\$ 30,264	\$ 881	Based on Current Agreement
63	Cable Phone and Internet	\$ 2,327	\$ 3,491	\$ 3,200	\$ (291)	\$ 3,500	\$ 300	
64	Amenity Janitorial Service Contract & Supplies	\$ 3,617	\$ 6,066	\$ 6,500	\$ 434	\$ 6,500	\$ -	FY 21/22 Based on Current Agreement & Includes Approximately \$2500 in Janitorial Supplies
65	Pool Service Contract - Maintenance & Chemicals	\$ 9,883	\$ 15,532	\$ 18,500	\$ 2,968	\$ 18,500	\$ -	FY 21/22 Based on Current agreement and Includes Approximately \$9500 in Pool Chemicals. Anticipated 3.38% Increase in Chlorine Cost.

Proposed Budget
Magnolia West Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 05/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
66	Amenity Maintenance Contract & Repair	\$ 4,096	\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ -	FY 21/22 Based on Current Agreement and Includes Amenity Center Pressure Washing, Fitness Equipment PM
67	Access Control Maintenance & Repair	\$ 756	\$ 1,250	\$ 2,000	\$ 750	\$ 2,000	\$ -	Proposed to Also Include Extended Warranty & Access Cards
68	Pest Control & Termite	\$ 934	\$ 1,401	\$ 1,500	\$ 99	\$ 1,500	\$ -	
69	Athletic Court/Playground Maintenance & Repairs	\$ 847	\$ 6,500	\$ 8,000	\$ 1,500	\$ 8,000	\$ -	To Also Include Playground Mulch - Two Playgrounds. New Signage?
70	Miscellaneous Expense	\$ 516	\$ 774	\$ 3,000	\$ 2,226	\$ 2,700	\$ (300)	Proposed Included Propane Refill
71	Special Events							
72	Special Events	\$ 384	\$ 1,612	\$ 2,500	\$ 888	\$ 2,500	\$ -	
73	Contingency							
74	Miscellaneous Contingency	\$ 7,997	\$ 26,500	\$ 26,500	\$ -	\$ 20,252	\$ (6,248)	FY 2020/21 Includes Lounge Chairs, To Possibly Include Additional Pool Furniture and Painting. FY 21/22 To Possibly include Additional Amenity Landscape Enhancements.
75	Capital Outlay		\$ 15,000	\$ 15,000	\$ -	\$ 36,500	\$ 21,500	FY 20/21 to Include Landscape Lighting on Berm and Possibly Amenity Room Flooring. FY 21/22 To Possibly Include New Playground Equipment or Seasonal Security
76								
77	Field Operations Subtotal	\$ 124,369	\$ 238,573	\$ 271,041	\$ 32,468	\$ 269,857	\$ (1,184)	
78								
79								
80	TOTAL EXPENDITURES	\$ 185,361	\$ 324,112	\$ 366,798	\$ 42,686	\$ 365,491	\$ (1,307)	
81								
82	EXCESS OF REVENUES		\$ 42,687	\$ 0	\$ 42,686	\$ -	\$ (0)	
83								

Proposed Budget
Magnolia West Community Development District
Reserve Fund
Fiscal Year 2021-2022

	Chart of Accounts Classification	Actual YTD through 05/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 43,564	\$ 43,564	\$ 43,564	\$ -	\$ 44,871	\$ 1,307	Based on Reserve Study
6								
7	TOTAL REVENUES	\$ 43,564	\$ 43,564	\$ 43,564	\$ -	\$ 44,871	\$ 1,307	
8								
9	Balance Forward from Prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND	\$ 43,564	\$ 43,564	\$ 43,564	\$ -	\$ 44,871	\$ 1,307	
12								
13								
14	EXPENDITURES							
15								
16	Contingency							
17	Capital Reserves	\$ -	\$ -	\$ 43,564	\$ 43,564	\$ 44,871	\$ 1,307	
18								
19	TOTAL EXPENDITURES	\$ -	\$ -	\$ 43,564	\$ 43,564	\$ 44,871	\$ 1,307	
20								
21	EXCESS OF REVENUES	\$ 43,564	\$ 43,564	\$ -	\$ 43,564	\$ -	\$ -	
22								

Budget Template
Magnolia West Community Development District
Debt Service
Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2006	Budget for 2021/2022
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$49,683.62	\$49,683.62
TOTAL REVENUES	\$49,683.62	\$49,683.62
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$49,683.62	\$49,683.62
Administrative Subtotal	\$49,683.62	\$49,683.62
TOTAL EXPENDITURES	\$49,683.62	\$49,683.62
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Clay County Collection Costs (2%) and Early Payment Discounts (4%):

6.00%

Gross assessments

\$52,854.92

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received

Notes:

Tax Roll Collection Costs and Early Payment Discounts are 6.0% of Tax Roll. Budgeted net of tax roll assessments.
See Assessment Table.

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget		\$410,362.00
Clay County 2% Collection Cost:	2%	\$8,731.11
4% Early Payment Discounts:	4%	\$17,462.21
2021/2022 Total:		<u>\$436,555.32</u>

2020/2021 O&M Budget	\$410,362.00
2021/2022 O&M Budget	<u>\$410,362.00</u>
Total Difference:	<u><u>\$0.00</u></u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Debt Service - Single Family (Platted)	\$1,149.02	\$1,149.02	\$0.00	0.00%
Operations/Maintenance - Single Family (Platted)	\$831.53	\$831.53	\$0.00	0.00%
Total	\$1,980.55	\$1,980.55	\$0.00	0.00%

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M and DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$410,362.00
COLLECTION COSTS	2.0%	\$8,731.11
EARLY PAYMENT DISCOUNT	4.0%	\$17,462.21
TOTAL O&M ASSESSMENT		<u>\$436,555.32</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>EAU FACTOR</u>
	<u>O&M</u>	<u>SERIES 2006 DEBT SERVICE ⁽¹⁾</u>	
<u>Platted Parcels</u>			
SINGLE FAMILY	525	46	1.00
Total Platted	<u>525</u>	<u>46</u>	
Total Community	<u>525</u>	<u>46</u>	

<u>ALLOCATION OF O&M ASSESSMENT</u>				<u>PER LOT ANNUAL ASSESSMENT</u>		
<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>TOTAL PER LOT</u>	<u>O&M</u>	<u>SERIES 2006 DEBT SERVICE ⁽²⁾</u>	<u>TOTAL ⁽³⁾</u>
525.00	100.00%	\$436,555.32	\$831.53	\$831.53	\$1,149.02	\$1,980.55
525.00	100.00%	\$436,555.32				

LESS: Clay County Collection Costs (2%) and Early Payment Discounts (4%):

(\$26,193.32)

Net Revenue to be Collected

\$410,362.00

⁽¹⁾ Reflects the number of total lots with Series 2006 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2006 bond issue. Annual assessment includes principal, interest, Clay County Collection Costs and Early Payment

⁽³⁾ Annual assessment that will appear on November 2021 Clay County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



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Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.



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Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.



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Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.



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Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.



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Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 12

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in the City of Green Cove Springs, Clay County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Magnolia West Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 3rd day of August, 2021.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: FY 2022 Budget
Exhibit B: FY 2022 Assessment Roll

Exhibit A
will be attached
as FY 2021-2022
Final Budget

Exhibit B
is on file with the
District Office
upon request

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT