



Rizzetta & Company

Magnolia West Community Development District

**Board of Supervisors' Meeting
August 1, 2023**

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

www.magnoliawestcdd.org

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Magnolia West Amenity Center
3400 Canyon Falls Drive, Green Cove Springs, FL 32043
www.magnoliawestcdd.org

Board of Supervisors	Judith Linde	Chairman
	Arrington Lentz	Vice Chairman
	Douglas Kuhrt	Assistant Secretary
	Cynthia Riegler	Assistant Secretary
	Ferman Lewis	Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Michelle Rigoni	Kutak Rock, LLP
District Engineer	Ryan Stilwell	Prosser Inc.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. 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 · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.magnoliawestcdd.org

Board of Supervisors
Magnolia West Community
Development District

July 25, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **August 1, 2023 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 Minutes of the Board of Supervisors' Meeting held May 9, 2023.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for April, May and June 2023.....Tab 2
 - C. Consideration of Resolution 2023-05; Redesignating Secretary.....Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Acceptance of Annual Engineers ReportTab 4
 2. Acceptance of Public Facilities ReportTab 5
 - C. Amenity Manager Report – First Coast CMS.....Tab 6
 - D. Landscape Report – BrightviewTab 7
 - E. District Manager
5. **BUSINESS ITEMS – PART A**
 - A. Consideration of Proposal from Amtech for Arbitrage ServicesTab 8
 - B. Consideration of Renewal Proposal from Lake Doctors.....Tab 9
 - C. Consideration of BrightView Renewal Proposal.....Tab 10
 - D. Consideration of Turner Pest Control 2024 Rate IncreaseTab 11
 - E. Consideration of Resolution 2023-06; Directing Staff to Request Security Powers.....Tab 12
 - F. Consideration of Resolution 2023-07; Setting Regular Meeting Dates for Fiscal Year 2023/2024Tab 13
 - G. Public Hearing on Fiscal Year 2023-2024 Budget
 1. Consideration of Resolution 2023-08; Adopting Fiscal Year 2023-2024 Budget.....Tab 14
 - H. Public Hearing on Special Assessments
 1. Consideration of Resolution 2023-09; Imposing Special Assessments.....Tab 15
 - I. Acceptance of Fourth Addendum - Contract for Professional District ServicesTab 16
 - J. Consideration of Resolution 2023-10; Adopting Revised Amenity Suspension Rules & Setting Public HearingTab 17

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6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher
Lesley Gallagher

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 **May 9, 2023 at 3:30 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
Douglas Kuhrt	Board Supervisor, Assistant Secretary
Cynthia Riegler	Board Supervisor, Assistant Secretary
Ferman Lewis	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock (via speakerphone)
Tony Shiver	President, First Coast CMS
Rodney Hicks	BrightView Landscape
Chief Guzman	Green Cove Springs Police Department
Josh Lee	Green Cove Springs Police Department

Audience present.

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher opened the Board of Supervisors Meeting at 3:32 p.m. and read the roll call.

SECOND ORDER OF BUSINESS**Audience Comments on Agenda Items**

There were no audience comments.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the Board of Supervisors' Meeting held January 17, 2023**

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held January 17, 2023, for Magnolia West Community Development District.

FOURTH ORDER OF BUSINESS**Ratification of the Operation and Maintenance Expenditures for October through December 2022 and January through March 2023**

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board ratified Operation and Maintenance Expenditures for October 2022 in the amount of \$53,852.40, November 2022 in the amount of \$23,700.18, December 2022 in the amount of \$26,696.31, January 2023 in the amount of \$27,658.05, February 2023 in the amount of \$23,764.44, and March 2023 in the amount of \$14,557.12, for Magnolia West Community Development District.

FIFTH ORDER OF BUSINESS**Acceptance of Fiscal Year 2021/2022 Annual Audit**

On a motion by Ms. Linde, seconded by Ms. Lentz, with all in favor, the Board accepted the Fiscal Year 2021/2022 Annual Audit, for Magnolia West Community Development District.

SIXTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
Ms. Buchanan did not have a report but was available to answer questions.
- B. District Engineer
Was not in attendance.
- C. Amenity Manager Report – First Coast CMS
Mr. Shiver reviewed his report found under tab 4 of the agenda. He also updated the Board that the additional pool motor had been received and the facility will now have a backup on site if needed. He also has a spare drinking fountain on site.

He shared with the Board that the grill will need to be rebuilt or replaced in the near future.

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board authorized a not to exceed amount of \$3,000.00 to replace the grill if needed, for Magnolia West Community Development District.

D. Landscape Report – BrightView

Mr. Hicks reviewed the report found under tab 5 of the agenda. He noted that soil will need to be added to the summer annual rotation to build up the annual bed further.

1. Consideration of Enhancement Proposal

On a motion by Ms. Reigler, seconded by Ms. Linde, with all in favor, the Board approved the BrightView enhancement proposal to remove freeze damaged plant material and install plumbago in the amount of \$2,052.93, for Magnolia West Community Development District.

E. District Manager

1. Presentation of Registered Voter Count

The number of registered voters within the District as of 4/15/2023 was 1,008.

Ms. Gallagher provided the following update on Intacct, the new accounting software. One license to Intacct would be provided at no cost to the District and asked for one Board member to be designated to receive this license. Additional licenses are available for other Board members who may be interested at an approximate expense of \$172 for 2023. The Board designated Ms. Linde as Chairperson to have the license to Intacct.

SEVENTH ORDER OF BUSINESS**Ratification of WebWatchdogs Extended Warranty**

On a motion by Ms. Lentz, seconded by Ms. Reigler, with all in favor, the Board ratified the WebWatchdogs extended warranty proposal in the amount of \$250.00, for Magnolia West Community Development District.

EIGHTH ORDER OF BUSINESS**Consideration of Proposals for Treadmill Replacement**

The Board reviewed proposals from First Place Fitness and Fitness Pro for treadmill replacement as Mr. Shiver noted that the parts to repair the existing machine are obsolete.

On a motion by Ms. Reigler, seconded by Ms. Lentz, with all in favor, the Board approved the proposal from First Place Fitness for the 900 machine at a cost of \$3,525.00, for Magnolia West Community Development District.

NINTH ORDER OF BUSINESS**Consideration of Proposal from Doody Daddy for Waste Removal Services**

On a motion by Ms. Lentz, seconded by Ms. Linde, with all in favor, the Board approved the proposal from Doody Daddy in the amount of \$60 per month to empty the trash can at the playground at Derby Forest, for Magnolia West Community Development District.

TENTH ORDER OF BUSINESS**Consideration of Proposal for Pressure Washing**

The Board reviewed a proposal from Krystal Klean in the amount of \$4,984.63. Mr. Shiver noted that the two playgrounds could be added for \$75.00.

An audience member requested the opportunity to bid on this work with the pressure washing company that he owns.

On a motion by Ms. Lentz, seconded by Ms. Reigler, with all in favor, the Board approved a not to exceed amount of \$5,060.00 for pressure washing the scope outlined in the Krystal Klean proposal and to also include the playgrounds, for Magnolia West Community Development District.

ELEVENTH ORDER OF BUSINESS**Discussion Regarding Amenity Policies**

The Board discussed footwear in the fitness room and Community Clubs having access to the amenity room during high volume periods.

On a motion by Ms. Lentz, seconded by Ms. Reigler, with all in favor, the Board amended the policies to specify that footwear worn in the fitness room must be athletic nonslip shoes that cover the entire foot, for Magnolia West Community Development District.

On a motion by Ms. Reigler, seconded by Ms. Lentz, with all in favor, the Board amended the previous decision to allow Community Clubs to use the amenity room to restrict this usage to Mondays through Thursdays only when the room is not booked for an event , for Magnolia West Community Development District.

TWELFTH ORDER OF BUSINESS**Consideration of Resolution 2023-2024;
Approving Fiscal Year 2023-24 Proposed
Budget and Setting the Public Hearing**

Ms. Gallagher reviewed the proposed budget for Fiscal Year 2023-2024 which reflects a proposed increase of \$59.20 per operation and maintenance assessment. Discussion ensued regarding the need to continue to fund the reserves.

On a motion by Ms. Lentz, seconded by Mr. Lewis, with all in favor, the Board adopted Resolution 2023-04; Approving the Fiscal Year 2023-2024 Proposed Budget as presented and set the public hearing date for August 1, 2023 at 6pm at the Amenity Center, for Magnolia West Community Development District.

THIRTEENTH ORDER OF BUSINESS**Supervisors Request and Audience Comments****Supervisor requests:**

No supervisor requests.

Audience comments:

There were comments on fencing maintenance along Medinah toward Magnolia Point.

FOURTEENTH ORDER OF BUSINESS**Discussion Regarding Security Options (Per FL Statutes 119.071(3)(a) and 281.301, this portion may be closed to the public)**

Chief Guzman and Officer Lee were available to answer questions from the Board and noted that they would fully support the CDD exploring amending the ordinance to add security powers. The Board directed staff to bring back the resolution to initiate this to the August meeting.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Lewis, seconded by Mr. Kurht, with all in favor, the Board of Supervisors adjourned the meeting at 4:59 p.m., for the Magnolia West Community Development District.

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 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,969.82**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Always Improving, LLC	100109	29499	Fitness Equipment Maintenance 03/23	\$ 118.34
Berger, Toombs, Elam, Gaines & Frank CPA	100114	361902	Auditing Services 04/23	\$ 3,570.00
BrightView Landscape Services, Inc.	100117	8340496	Landscape Maintenance 04/23	\$ 3,353.00
Clay County Utility Authority	EFT	Monthly Summary 04/23	Water Services 04/23	\$ 853.40
Clay Electric Cooperative, Inc.	EFT	Monthly Summary 03/23	Electric Services 03/23	\$ 1,119.00
COMCAST	EFT	8495 74 150 0248350 03/23	Amenity Cable/Phone/Internet 03/23	\$ 310.02
Disclosure Services, LLC	100113	5 410	Amortization Schedule Series 2006 04/23	\$ 100.00
First Coast Contract Maintenance Service, LLC	100118	7444	Amenity Staff, Pool Maintenance Services 04/23	\$ 3,970.05
First Coast Contract Maintenance Service, LLC	100115	7487	Reimbursable Expenses 03/23	\$ 1,089.22
First Coast Contract Maintenance Service, LLC	100119	7563	Reimbursable Expenses 03/23	\$ 1,420.00
Florida Department of Revenue	100111	65-8017548744-9 Sales & Use Tax 03/23	Sales & Use Tax 03/23	\$ 41.87
Innersync Studio, Ltd	100112	21154	Website & Compliance Services 04/23	\$ 384.38
Kutak Rock, LLP	100108	3197334	Legal Services 02/23	\$ 179.50
Prosser, Inc.	100116	50016	Engineering Services 03/23	\$ 456.66
Republic Services	EFT	0687-001309597	Waste Disposal Services 03/23	\$ 370.47
Rizzetta & Company, Inc.	100107	INV0000078844	District Management Fees 04/23	\$ 4,018.91
The Lake Doctors, Inc.	100110	84050B	Lake Management Services 04/23	<u>\$ 615.00</u>
Report Total				<u>\$ 21,969.82</u>

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures

May 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,406.37**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Magnolia West Community Development District
Report name: Check register
Created on: 6/6/2023
Location: 410--Magnolia West

Bank	Date	Vendor	Document no.	Amount
410TRUISTOP - Truist Bank	Account no: 1000136024238			
	5/1/2023	V1954--Rizzetta & Company, Inc.	100120	\$ 4,018.91
	5/1/2023	V0369--BrightView Landscape Services, Inc.	100122	\$ 368.29
	5/1/2023	V0310--Bliss Products and Services, Inc.	100121	\$ 3,432.00
	5/8/2023	V0550--COMCAST	EFT	\$ 309.77
	5/8/2023	V0369--BrightView Landscape Services, Inc.	100123	\$ 365.93
	5/8/2023	V1428--Kutak Rock, LLP	100124	\$ 442.17
	5/9/2023	V1996--Republic Services	EFT	\$ 366.69
	5/10/2023	V1313--Jordan Parrish	100125	\$ 50.00
	5/17/2023	V0519--Clay Electric Cooperative, Inc.	EFT	\$ 1,138.00
	5/18/2023	V0744--Douglas Robert Kuhrt	100128	\$ 200.00
	5/18/2023	V0633--Cynthia R Riegler	100127	\$ 200.00
	5/18/2023	V0864--Ferman Clifford Lewis II	100129	\$ 200.00
	5/18/2023	V0201--Arrington Lentz	100126	\$ 200.00
	5/18/2023	V1932--Prosser, Inc.	100130	\$ 671.03
	5/18/2023	V2502--Turner Pest Control, LLC	100131	\$ 80.85
	5/22/2023	V0928--Florida Pump Service, Inc.	100132	\$ 3,439.00
	5/24/2023	V0310--Bliss Products and Services, Inc.	100133	\$ 1,531.80
	5/24/2023	V0876--First Coast Contract Maintenance Service, LLC	100134	\$ 1,154.01
	5/26/2023	V0518--Clay County Utility Authority	EFT	\$ 889.02
	5/30/2023	V0876--First Coast Contract Maintenance Service, LLC	100136	\$ 3,970.05
	5/30/2023	V2396--The Lake Doctors, Inc.	100137	\$ 615.00
	5/30/2023	V2502--Turner Pest Control, LLC	100138	\$ 330.00
	5/30/2023	V2502--Turner Pest Control, LLC	100139	\$ 80.85
	5/30/2023	V0369--BrightView Landscape Services, Inc.	100135	\$ 3,353.00
Total for 410TRUISTOP				\$ 27,406.37

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures

June 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$79,283.74**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Magnolia West Community Development District
Report name: Check register
Created on: 7/6/2023
Location: 410--Magnolia West

Bank	Date	Vendor	Document no.	Amount
410TRUISTOP - Truist Bank	Account no: 1000136024238			
	6/1/2023	V1954--Rizzetta & Company, Inc.	100140	\$ 4,018.91
	6/5/2023	V1428--Kutak Rock, LLP	100143	\$ 170.50
	6/5/2023	V0119--Always Improving, LLC	100141	\$ 175.00
	6/5/2023	V0369--BrightView Landscape Services, Inc.	100142	\$ 1,007.99
	6/6/2023	V1996--Republic Services	EFT	\$ 365.30
	6/7/2023	V0550--COMCAST	EFT	\$ 309.77
	6/7/2023	V0883--First Place Fitness Equipment, Inc	100144	\$ 3,525.00
	6/12/2023	V03762--Absolute Contracting Co.	100145	\$ 45,000.00
	6/14/2023	V0519--Clay Electric Cooperative, Inc.	EFT	\$ 1,077.00
	6/15/2023	V0516--Clay County Health Department	100146	\$ 300.00
	6/22/2023	V1954--Rizzetta & Company, Inc.	100147	\$ 856.54
	6/26/2023	V0369--BrightView Landscape Services, Inc.	100148	\$ 3,353.00
	6/26/2023	V0876--First Coast Contract Maintenance Service, LLC	100150	\$ 3,970.05
	6/26/2023	V0876--First Coast Contract Maintenance Service, LLC	100149	\$ 3,354.00
	6/26/2023	V1932--Prosser, Inc.	100151	\$ 2,057.58
	6/27/2023	V2396--The Lake Doctors, Inc.	100152	\$ 615.00
	6/27/2023	V2502--Turner Pest Control, LLC	100153	\$ 80.85
	6/28/2023	V0369--BrightView Landscape Services, Inc.	100154	\$ 2,052.93
	6/30/2023	V0518--Clay County Utility Authority	EFT	\$ 891.90
	6/30/2023	V0876--First Coast Contract Maintenance Service, LLC	100155	\$ 4,593.92
	6/30/2023	V1428--Kutak Rock, LLP	100156	\$ 1,508.50
Total for 410TRUISTOP				\$ 79,283.74

Tab 3

RESOLUTION 2023- 05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT
REDESIGNATING THE SECRETARY OF THE DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Magnolia West Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Clay County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2023-06; and

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

Section 1. Scott Brizendine is appointed Secretary

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

PASSED AND ADOPTED THIS 1st DAY OF AUGUST 2023.

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 4



July 21, 2023

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 2023

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 2022/2023 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", is written over a light blue circular background.

Ryan P. Stilwell., P.E.
Vice President

Tab 5

2023 Public Facilities Report

For the:

Magnolia West Community Development District

Clay County, FL

July 21, 2023
Prosser No. 111007.01

Prepared by:

PROSSER[™]

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229
p 904.739.3655 f 904.730.3413
www.prosserinc.com

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PURPOSE AND SCOPE

This report has been prepared at the request of the Magnolia West Community Development District (the District) to comply with the requirements of 189.415, Florida Statutes, regarding the Special District Public Facilities Report. This report provides general descriptions of the public facilities owned by the District.

GENERAL INFORMATION

The District encompasses approximately 157 acres located to the east of CR 315 in the City of Green Cove Springs in Clay County. The development within the District includes a mix of single-family residential and recreational uses.

PUBLIC FACILITIES

Water Facilities

The District is supplied potable water and fire protection from the Clay County Utility Authority (CCUA). The District is served by a looped main system wherever possible with water supplied by both the CCUA. As part of the initial construction project, offsite water mains were constructed to connect to the existing CCUA system. The water distribution systems consist of 12-, 10-, 8-, 6- and 4-inch water mains that disseminate the water to the end users.

All water mains constructed within the rights-of-way (ROW) have been dedicated to CCUA. Where construction within the ROW was not practical or possible, CCUA has been provided an easement by the landowner.

Wastewater Facilities

Clay County Utility Authority (CCUA) provide the District wastewater service. The District onsite sanitary sewer system consists of a network of 8-, 10- and 12-inch gravity sewer lines and manholes, which collect the residential and recreational wastewater flows and two (2) existing pumping station. One on the northern portion of the CDD and one on the southern portion of the property.

Like the potable water system, all the wastewater facilities are owned by CCUA. Most of the systems reside in right-of-ways, but some exist on private property. In such a case, an easement has been granted to CCUA by the landowner.

Stormwater Management Facilities

The District-wide stormwater system consists of a proposed ten (10) wet detention ponds (See Exhibit 2 & 4) to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained as well as the rate of release.

In general, the stormwater runoff flows from the developed parcels to the roads and conveyance swales and into ponds via inlet structures, pipes, and open waterways. The primary form of treatment is wet detention pursuant to accepted design criteria. The pond

control structures consist of weirs for attenuation and bleed-down orifices sized to recover the treatment volume.

The stormwater system is designed and permitted such that post-development flow does not exceed the flows from the site in a pre-development state. All areas within the District currently drain into Buckeys Creek and/or unnamed onsite wetlands. Ponds have been designed to provide attenuation of the 25-year/24-hour storm and provide treatment for a volume of runoff established by county, state, and federal regulations.

The ponds are currently operational and are either owned by the District or have existing easements to the District and St. Johns River Water Management District for maintenance.

Recreational Facilities

The District's recreational facilities are currently operational. There is one (1) main recreational facility located within the District, the "Amenity Center".

Sited on an approximately 2-acre parcel at the northwest corner of the District, the Amenity Center features a community building and restrooms. The exterior has components including a family pool, kiddie pool, tot lot and tennis court.

Electrical System

The District is serviced by the Clay Electric Cooperative Inc. (CEOI). The CEOI provides underground electric service to the site. The internal electric distribution system consists of underground cable with appurtenant transformers and service pedestals. Street lighting is provided on all major roadways and subdivision roadways within the District.

Roadways and Entrance Features

Access to the northern and southern portions of the District are provided from a common intersection along Medinah Lane. The major entrances from CR 315 to Medinah Lane each include an entrance feature. Additional signage is present at the Amenity Center site that includes signage, walls, and landscaping.

The internal roadways were designed to comply with Clay County criteria. The District conveyed the completed roadways within the District boundaries to Clay County for operation and maintenance.

CURRENTLY PROPOSED EXPANSIONS OVER THE NEXT FIVE YEARS

All major capital construction is completed with the District and major improvements are not anticipated at this time.



MAGNOLIA WEST CDD

Exhibit 1 - Vicinity Map

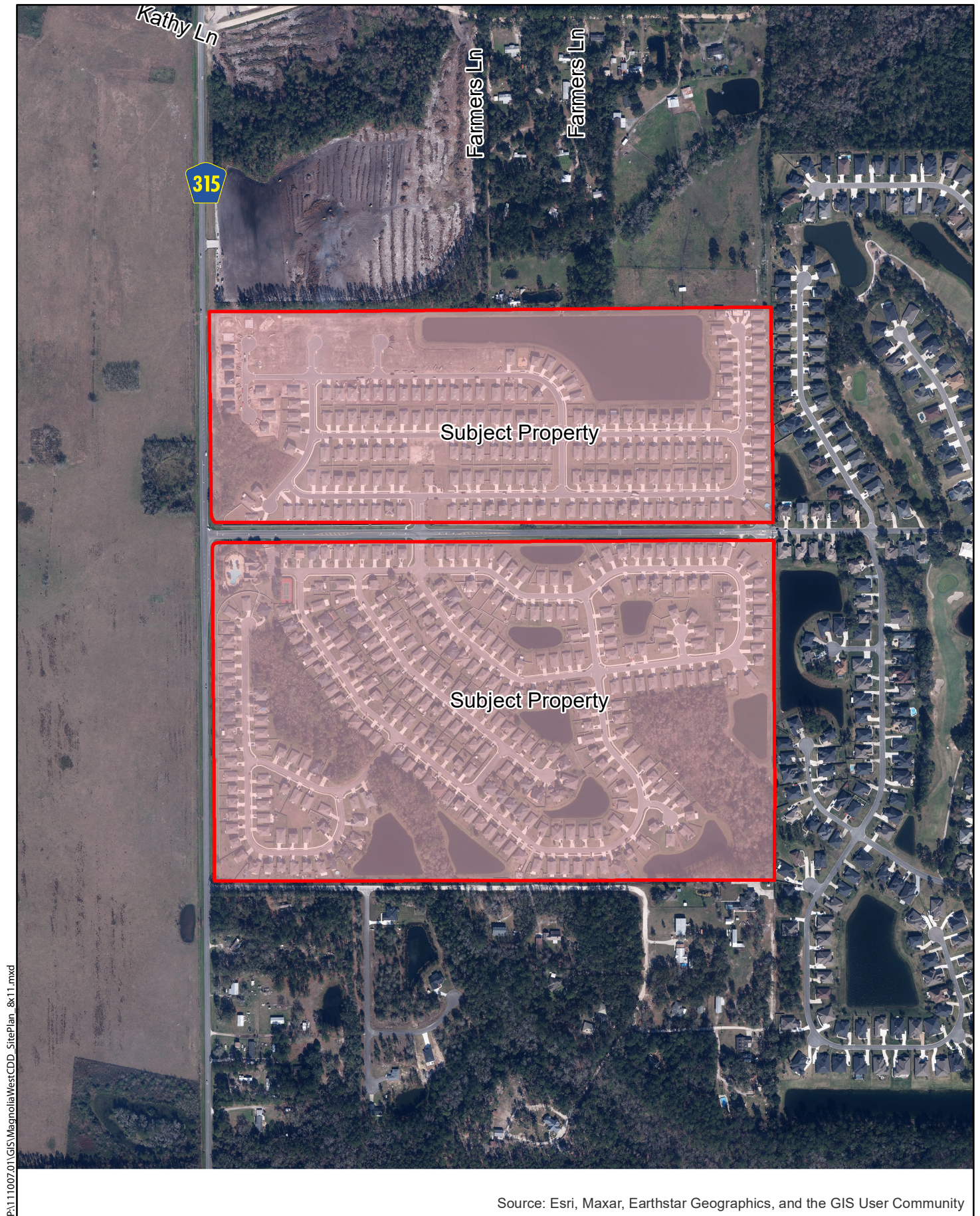
May 11, 2015

Source: Clay County, Bing, Prosser Inc.

PROSSER



0 0.25 0.5
Miles



P:\111007\01\GIS\MagnoliaWestCDD_SitePlan_8x11.mxd

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Source: Clay County, Bing, Prosser Inc.

MAGNOLIA WEST CDD

Exhibit 2 - Site Plan

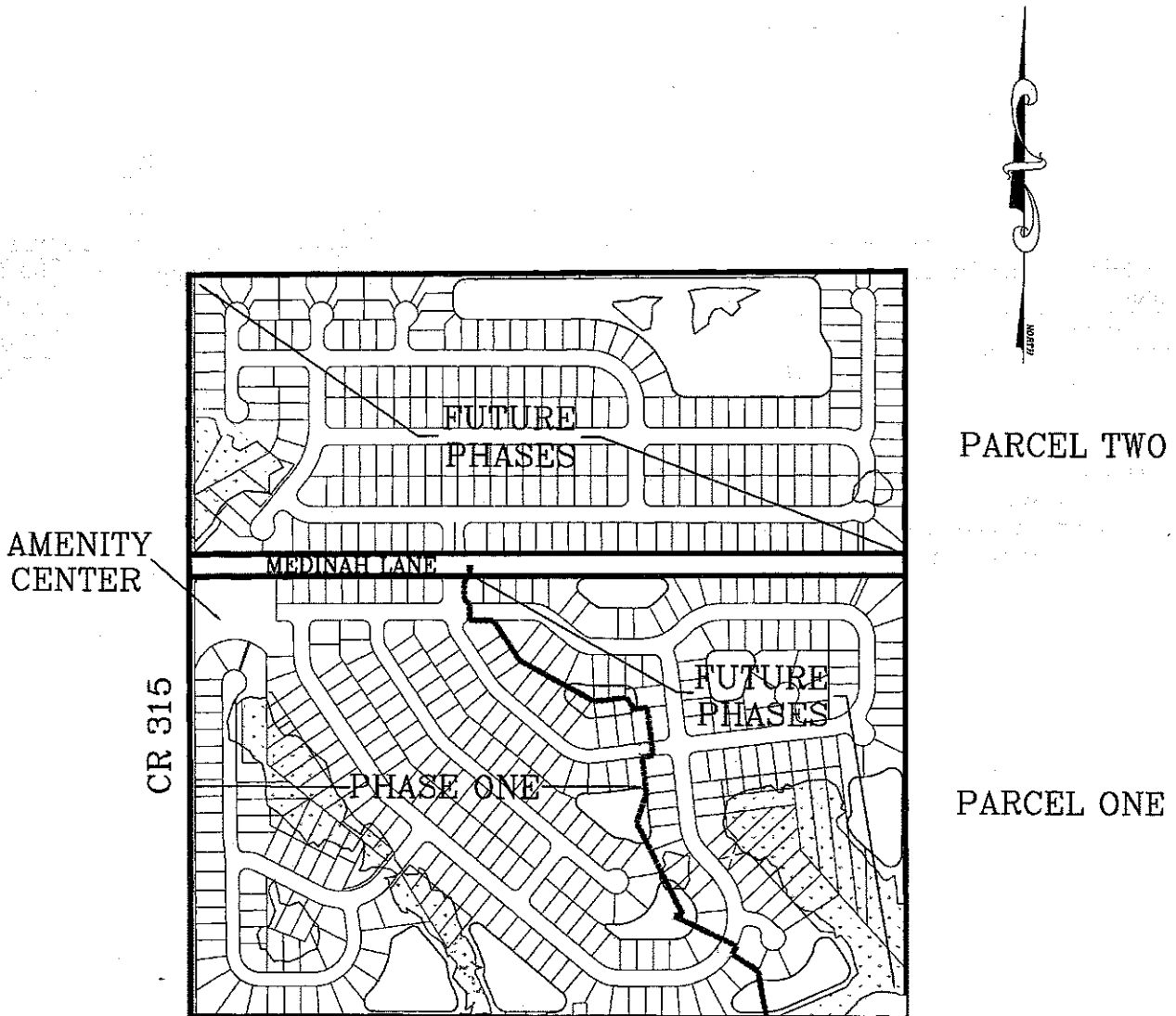
July 21, 2023



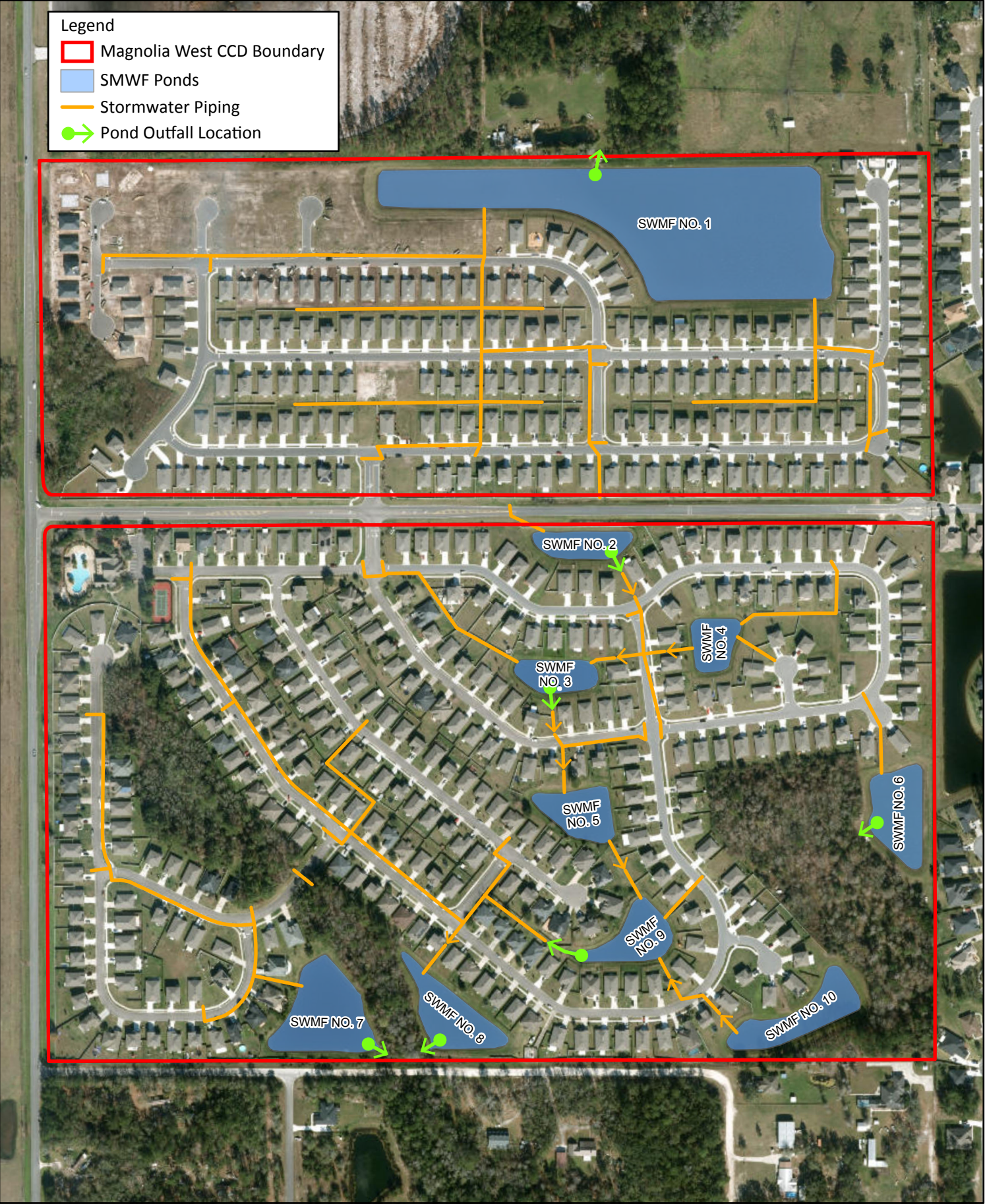
0 300 600 Feet

EXHIBIT "3"

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT
PROJECT LAYOUT WITH PHASE ONE AND FUTURE PHASES



P:\111007_01\GIS\MagnoliaWestCDD_Location_8x11.mxd



Legend

- Magnolia West CCD Boundary
- SWMF Ponds
- Stormwater Piping
- Pond Outfall Location

MAGNOLIA WEST CDD
Overall Drainage Map
November 3, 2022

Source: Clay County, Bing, Prosser Inc.



PROSSER

Tab 6



Magnolia West Community Development District

Field Report July 2023

First Coast CMS LLC
07/01/2023

Swimming Pool

At this time, there are no mechanical issues involving the swimming pool.

We did have to replace one of the filter motors. The repair was made by a new company, Crystal Clean Repairs, and the cost was \$3,354

We also had a problem with a motor overheating due to poor water flow following the memorial day holiday. The filters were so dirty for use that flow through the pipe because restricted and begin to heat up. As a result, the first 6 feet of pipe coming out of the motor began to melt and needed to be replaced.

Facility

I received a report of metal sticking out of the ground in the palm beds that flank the pool. I was able to locate these areas and found that they were metal bolts embedded in concrete that were used to support the old water features. I was able to have them removed

One of the treadmills were replaced as approved by the Board at the May meeting.

The facility and fencing was pressure washed as approved by the Board at the May meeting.

The gate by the grill area was damaged due to kids climbing over it (reported on June 22nd). The supports holding the gate together was repaired by putting bolts all the way through it.

We received reports that the same gate was not closing all the way. A hydraulic closer was installed on it.

Tab 7

Quality Site Assessment

Prepared for: **Magnolia West CDD**

General Information

DATE: Friday, Jul 21, 2023

NEXT QSA DATE: Friday, Jul 28, 2023

CLIENT ATTENDEES:

BRIGHTVIEW ATTENDEES: Royce Peaden

Customer Focus Areas

Quality you can count on.

7

Seven
Standards of
Excellence

1



Site Cleanliness

2



Weed Free

3



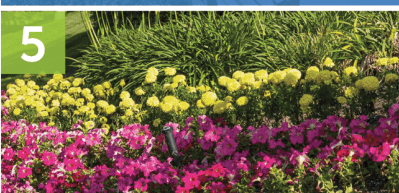
Green Turf

4



Crisp Edges

5



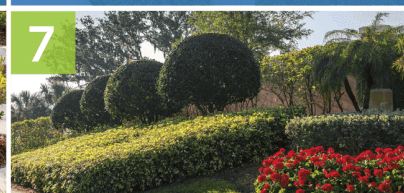
Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



- 1** Maintenance crew should raise canopies on Oak trees at neighborhood entrances and remove tree strapping kits.
- 2** Spring flowers are still showing decent color but summer heat is leading to decline. Summer annuals and soil installation scheduled for 7/24/23
- 3** Overall turf quality throughout site is showing good color and vigor; no signs of pest/disease issue.
- 4** Maintenance team should treat Plumbago with a fungicide.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



- 5** Heavy weed and vine pressure in areas due to recent rains pushing around scheduling and limiting spray applications. We have a crew on-site for additional weed and pruning work 7/21/23 to get the maintenance caught up.
- 6** Trimming throughout property should be completed within the next couple of weeks.
- 7** Maintenance crew should remove suckers from Crape Myrtle trees throughout site.
- 8** Amenity/pool area has heavier than normal weed growth due to recent schedule challenges with rainfall. We have additional labor on site 7/21/23 to help get us back on schedule.

Tab 8

**Arbitrage Rebate Computation
Proposal For
\$8,440,000
Magnolia West Community
Development District
(City of Green Cove Springs, Florida)
Special Assessment Bonds, Series 2006**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

June 29, 2023

Magnolia West Community Development District
c/o Ms. Kayla Connell
Manager, District Financial Services
Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625

Re: Arbitrage Rebate Computation Proposal for the \$8,440,000 Magnolia West Community Development District (City of Green Cove Springs, Florida), Special Assessment Bonds, Series 2006

To Whom It May Concern:

Thank you for having Rizzetta contact our office and request this Proposal for the above-referenced Magnolia West Community Development District (the "District") bond issue (the "Bonds"). AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Bonds. We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of community development districts, colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,300 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. In Florida, we are exclusive rebate consultant to the City of Palm Beach and Broward County, in addition to working on nearly 100 separate CDD bond issuances throughout the State. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, Alaska and West Virginia.

We have prepared a Proposal for the computation of arbitrage for the Bonds. We have established a "bond year end" of October 12th, based on the closing date in 2006.

Proposal

We are proposing rebate computation services based on the following:

- \$8,440,000 Special Assessment Bonds, Series 2006
- Acquisition and Construction, Cost of Issuance, Reserve, Capitalized Interest and Debt Service Funds.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from the date of the closing through each report date listed below. The fee is based upon the size as well as the complexity of the Bonds. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee

Report Date	Type of Report	Period Covered	Fee
July 31, 2023	Rebate and Opinion	Closing – October 12, 2021 * (4 Years x \$450/Bond Year)	\$1,800
July 31, 2023	Rebate and Opinion	Closing – September 30, 2022	450
September 30, 2023	Rebate and Opinion	Closing – September 30, 2023	450
September 30, 2024	Rebate and Opinion	Closing – September 30, 2024	450
September 30, 2025	Rebate and Opinion	Closing – September 30, 2025	450
October 12, 2026	Rebate and Opinion	Closing – October 12, 2026 *	450

* IRS required reporting date

In order to begin our computations, we are requesting the following data:

1. US Bank statements for all accounts from October 2017 through current

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through each report date;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2023.

Magnolia West
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____

By: _____
Michael J. Scarfo
Senior Vice President

Tab 9



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc
Jacksonville Branch Office
11621 Columbia Park Drive West
Jacksonville, FL 32258

July 6, 2023

Magnolia West CDD | 720332

3434 Colwell Ave., Suite 200
Tampa, FL 33614

Dear Mrs. Gallagher,

The anniversary date of your Lake Doctors, Inc., Water Management Program is October 1, 2023. Due to the rising costs of professionally managing your account, which includes aquatic herbicides, vehicles, equipment, insurance and supplies, we would like to ask for a modest adjustment to your monthly investment amount, from **\$615.00** monthly to **\$640.00** monthly.

If you have any questions or concerns regarding the proposed adjustment for your water management program, please feel free to give me a call at (904)228-8006 or contact me by email at jesse.mason@lakedoctors.com. Otherwise, no action is required at this time.

As always, we will continue to focus upon fully satisfying your water management needs by providing superior service, prompt response to questions or concerns and a great concern for the health of your ponds.

On behalf of your Lake Doctors Jacksonville Branch, we truly appreciate your current business and we look forward to continuing to work for you and the homeowners of Magnolia West.

Sincerely,

Jesse Mason
Sales Manager



The Lake Doctors, Inc.
Jacksonville Branch Office
11621 Columbia Park Drive West
Jacksonville, FL 32258

Water Management Agreement

JEM

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 in Green Cove Springs, Florida.

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- 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	\$ 640.00 Monthly
2. Shoreline Grass and Brush Control Program	\$ INCLUDED
3. Detailed Monthly Service Reports	\$ INCLUDED
4. Free Call Back Service and Additional Treatments (upon request)	\$ INCLUDED
Total of Services Accepted	\$ 640.00 Monthly

\$640.00 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 **\$640.00**, 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 30th, 2023**.

- 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 Jesse Mason

Signed _____ Dated _____

JESSE MASON, SALES MANAGER

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 10

LANDSCAPE SERVICES AGREEMENT

Date: July 24, 2023

BrightView: BrightView Landscape Services, Inc.

Client: Magnolia West CDD

Contract Start Date: September 1, 2023

Contract End Date: August 31, 2026

Service Fee*: \$41,436.00

*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
\$41,436/year
\$3,453/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	\$ 2833.00
Base Management Yearly Fee	\$ 34,000.00

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	\$ 287.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$ 3,436.00

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	\$ 333.00
Irrigation Inspection Service Yearly Fee	\$ 4,000.00

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 **\$ 3453.00**

Total Management Yearly Fee Total **\$ 41,436.00**

Additional Services:

Annual Installation Monthly Price	\$ 418.00
Annual Installation Yearly Fee	\$ 5,016.00

Annual Installation pricing Includes:

- Install 4" annuals 4x/year
- Prep and cleanup is included in price
- **Additional Soil will be needed – Budget for 2 installations at \$450/each**

Palm Tree Pruning Monthly Price	\$ 30.00
Palm Tree Pruning Yearly Fee	\$ 360.00

Palm Pruning pricing includes:

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

Mulch Application Monthly Price	\$ 918.00
Mulch Application Yearly Fee	\$ 11020.00

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
- \$5510.00 per occurrence
- Prep and cleanup is included in the price

Total Contract Value: \$57,832.00 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.



Tab 11



JUL 17 2023

July 10, 2023

Magnolia West CDD
3434 Colwell Ave, Suite 200
Tampa, FL 33614-8390

RE: January 2024 Price Increase Notification

Service Location(s): 129130: 3490 Canyon Falls Dr, Green Cove Springs, FL 32043-9230

Dear Valued Client,

While we strive to manage costs wherever possible and shield our clients from price adjustments as often as we can, we find it necessary to raise our prices in 2024 due to increasing labor costs, materials costs and other inflationary pressures. As a result, and in order to continue providing the highest-quality service in the market, we will be implementing a price increase for your commercial contract(s) as of January 1, 2024. This is an advanced notice for the upcoming budgeting season to allow you as much time to plan as possible. The below Location Account Number(s) and Service(s) will be increased to:

129130: Termite Service: \$339.90, Pest Control Service: \$83.28

You have my personal assurance that this will allow us to continue delivering unsurpassed service, top-of-the-line products and equipment, the latest technological advancements, and keeping the best trained technicians to industry standards.

If you have any questions or concerns, please do not hesitate to contact me at (904) 493-3925. I, and the entire Turner Pest Control team, look forward to many more years of working with you to support the success of your business.

Best regards,

Cheri Michaels
President
Turner Pest Control

Tab 12

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO SUBMIT A REQUEST TO THE CITY OF GREEN COVE SPRINGS, FLORIDA, FOR CONSENT TO EXERCISE SPECIAL POWERS FOR SECURITY; MAKING FINDINGS IN SUPPORT THEREOF; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Magnolia West Community Development District (the "District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by Ordinance No. O-05-2005, adopted by the City Council of the City of Green Cove Springs, Florida (the "City"), effective April 12, 2005; and

WHEREAS, the District is located within the jurisdiction of the City and all land uses and services planned within the District are not inconsistent with applicable elements or portions of the state comprehensive plan or the local government comprehensive plan; and

WHEREAS, all of the City's applicable land use, zoning and permitting requirements govern the development of land within the District, including all activities of the District in the provision of its services and facilities; and

WHEREAS, the District is authorized to exercise general powers pursuant to section 190.011, *Florida Statutes*; and

WHEREAS, the District is required to obtain the consent of the local general-purpose government prior to the exercise of powers related to Section 190.012(2), *Florida Statutes*; and

WHEREAS, the District has identified the need for certain security-related improvements and/or services within the boundaries of the District that it wishes to provide; and

WHEREAS, the Board of Supervisors of the District (the "Board") desires to submit a request to the City Council of the City for consent to the District's power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies as provided in Section 190.012(2)(d), *Florida Statutes* (the "Security Power").

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

SECTION 1. The representations, findings and determinations contained in above Recitals are recognized as true and accurate, and are expressly incorporated herein as a material part of this Resolution.

SECTION 2. The District respectfully requests that the City, grant the District the consent required to exercise the Security Power.

SECTION 3. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner to transmit this Resolution requesting consent to exercise the Security Power authorized in Section 190.012(2)(d), *Florida Statutes*, to the City Council of the City. The Board further authorizes the Chairperson and District staff to take all actions necessary to obtain the authority requested.

SECTION 4. This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of Supervisors of the Magnolia West Community Development District on this 1st day of August 2023.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 13

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, 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 the 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 or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2023/2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

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

PASSED AND ADOPTED THIS 1st DAY OF AUGUST, 2023.

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
MAGNOLIA WEST COMMUNITY DEVELOPMENT
DISTRICT FISCAL YEAR 2023/2024**

November 7, 2023

February 6, 2024

May 7, 2024

August 6, 2024 *

All meetings will convene at 3:30 p.m.
(except for dates marked with a * which will meet at 6:00 p.m.)
and will be held at the Magnolia West Amenity Center,
3490 Canyon Falls Drive, Green Cove Springs, FL 32043

Tab 14

RESOLUTION 2023-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2023, submitted to the Board of Supervisors ("**Board**") of the Magnolia West Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024**") 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, 2024."
- 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 2023/2024, 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	\$_____
DEBT SERVICE FUND SERIES 2006	\$_____
RESERVE FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, 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 1ST DAY OF AUGUST 2023.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

The Fiscal Year 2023/2024 Adopted Budget



Rizzetta & Company

Magnolia West Community Development District

www.magnoliawestcdd.org

Approved Proposed Budget for Fiscal Year 2023/2024

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Proposed Budget
Magnolia West Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll	\$ 364,785	\$ 364,785	\$ 364,145	\$ 640	\$ 381,971	\$ 17,826	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9								
10	TOTAL REVENUES AND BALANCE FORWARD	\$ 364,785	\$ 364,785	\$ 364,145	\$ 640	\$ 381,971	\$ 17,826	
11								
12								
13	ADMINISTRATIVE							
14								
15	Legislative							
16	Supervisor Fees	\$ 2,400	\$ 3,400	\$ 4,000	\$ 600	\$ 4,000	\$ -	Based on Quarterly Meetings
17	Financial & Administrative							
18	Administrative Services	\$ 3,295	\$ 4,393	\$ 4,393	\$ -	\$ 4,569	\$ 176	
19	District Management	\$ 13,497	\$ 17,996	\$ 17,996	\$ -	\$ 18,716	\$ 720	
20	District Engineer	\$ 8,606	\$ 11,475	\$ 5,000	\$ (6,475)	\$ 5,000	\$ -	FY 22/23 Includes Public Facilities Report
21	Disclosure Report	\$ 5,100	\$ 5,100	\$ 5,000	\$ (100)	\$ 5,000	\$ -	
22	Trustees Fees	\$ 3,996	\$ 3,996	\$ 3,800	\$ (196)	\$ 4,000	\$ 200	
23	Assessment Roll	\$ 5,624	\$ 5,624	\$ 5,624	\$ -	\$ 5,849	\$ 225	
24	Financial & Revenue Collections	\$ 4,017	\$ 5,356	\$ 5,356	\$ -	\$ 5,570	\$ 214	
25	Accounting Services	\$ 14,461	\$ 19,282	\$ 19,282	\$ -	\$ 20,053	\$ 771	
26	Auditing Services	\$ 3,570	\$ 3,570	\$ 3,750	\$ 180	\$ 3,570	\$ (180)	Based on Current Engagement
27	Arbitrage Rebate Calculation	\$ -	\$ 450	\$ 600	\$ 150	\$ 450	\$ (150)	Based on Proposal Received
28	Public Officials Liability Insurance	\$ 2,733	\$ 2,733	\$ 3,050	\$ 317	\$ 3,006	\$ (44)	Based on Updated Estimate
29	Legal Advertising	\$ 833	\$ 1,000	\$ 1,250	\$ 250	\$ 1,000	\$ (250)	
30	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
31	Miscellaneous Fees	\$ 893	\$ 893	\$ 250	\$ (643)	\$ 250	\$ -	Mailed Notice
32	Website Hosting, Maintenance, Backup	\$ 2,053	\$ 2,738	\$ 3,500	\$ 762	\$ 2,738	\$ (762)	
33	Legal Counsel							
34	District Counsel	\$ 6,146	\$ 10,432	\$ 15,000	\$ 4,568	\$ 15,000	\$ -	
35								
36	Administrative Subtotal	\$ 77,399	\$ 98,613	\$ 98,026	\$ (587)	\$ 98,946	\$ 920	
37								
38	OPERATIONS							
39	Electrical Utility Services							
40	Utility Services	\$ 13,882	\$ 18,509	\$ 19,500	\$ 991	\$ 19,500	\$ -	
41	Garbage/Solid Waste Control							
42	Garbage - Recreation Facility	\$ 3,473	\$ 4,200	\$ 3,500	\$ (700)	\$ 4,247	\$ 747	
43	Water-Sewer Combination Services							
44	Utility Services	\$ 5,335	\$ 8,500	\$ 8,500	\$ -	\$ 8,500	\$ -	FY 21/22 had a credit from CCUA in the amount of \$10,775. Estimating projected for FY 22/23 and FY 23/24
45	Stormwater Control							
46	Lake/Pond Bank Maintenance	\$ 6,132	\$ 7,380	\$ 7,380	\$ -	\$ 7,680	\$ 300	
47	Other Physical Environment							
48	General Liability/ Property Insurance	\$ 11,709	\$ 11,709	\$ 12,860	\$ 1,151	\$ 16,227	\$ 3,367	Based on Updated Estimate
49	Entry Monument & Fence Maintenance	\$ -	\$ 3,701	\$ 7,250	\$ 3,549	\$ 7,250	\$ -	To Include Pressure Washing
50	Landscape & Irrigation Maintenance Contract	\$ 33,109	\$ 48,456	\$ 55,848	\$ 7,392	\$ 58,640	\$ 2,792	
51	Irrigation Repairs	\$ 368	\$ 2,750	\$ 3,000	\$ 250	\$ 3,000	\$ -	
52	Landscape Replacement Plants, Shrubs, Trees	\$ 7,116	\$ 9,488	\$ 10,000	\$ 512	\$ 10,000	\$ -	FY 22/23 Includes Playground and Planter Enhancements
53	Miscellaneous Expense	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -	Tree Trimming Outside of Contract
54	Road & Street Facilities							
55	Amenity Sidewalk Repair & Maintenance	\$ -	\$ 800	\$ 1,000	\$ 200	\$ 1,000	\$ -	
56	Amenity Parking Lot Repair & Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	Repairs to Include Restriping Possibly

Proposed Budget
Magnolia West Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
57	Miscellaneous Expense	\$ -	\$ 750	\$ 1,000	\$ 250	\$ 1,000	\$ -	Backflow Testing
58	Parks & Recreation							
59	Amenity Management Staffing Contract	\$ 23,605	\$ 30,264	\$ 31,475	\$ 1,211	\$ 32,418	\$ 943	
60	Cable Phone and Internet	\$ 2,728	\$ 3,564	\$ 3,742	\$ 178	\$ 3,742	\$ -	
61	Amenity Janitorial Supplies	\$ 848	\$ 2,500	\$ 6,500	\$ 4,000	\$ 2,500	\$ (4,000)	Line includes Approximately \$2500 in Janitorial Supplies as Proposed. Janitorial Staffing Contract Adjusted to Line 63 Under Amenity Maintenance To Line Up With Invoicing
62	Pool Service Maintenance & Chemicals	\$ 9,352	\$ 10,000	\$ 21,819	\$ 11,819	\$ 10,000	\$ (11,819)	Line As Proposed Includes Approximately \$10,000 in Pool Chemicals. Pool Service Contract adjusted to Line 63 to Line Up With Invoicing
63	Amenity Maintenance Contract & Repair	\$ 14,877	\$ 26,166	\$ 16,000	\$ (10,166)	\$ 26,801	\$ 10,801	Proposed and Projected to Include Approximately \$10,000 in Repairs. Maintenance Contract Portion Includes Pool, Janitorial and Amenity Maintenance Adjusted from Lines 61 and 62 To Line Up With Invoicing. Repairs Could Include Panel on Water Feature and Grating in Shallow End of Pool.
64	Access Control Maintenance & Repair	\$ 420	\$ 1,250	\$ 2,000	\$ 750	\$ 1,750	\$ (250)	Proposed to Also Include Extended Warranty With WebWatchdogs & Access Cards
65	Pest Control & Termite Bond	\$ 1,043	\$ 1,270	\$ 1,500	\$ 230	\$ 1,270	\$ (230)	
66	Athletic Court/Playground Maintenance & Repairs	\$ 5,540	\$ 9,964	\$ 8,000	\$ (1,964)	\$ 8,000	\$ -	Projected to Include Repairs that Were Not Billed for By Bliss from FY 21/22 and FY 22/23 Pressure Washing. Proposed to Possibly Include Pressure Washing and Mulch and Waste Station Pick Up.
65	Miscellaneous Expense	\$ 3,503	\$ 3,503	\$ 2,700	\$ (803)	\$ 1,500	\$ (1,200)	Includes Propane Refill
66	Special Events							
67	Special Events	\$ 2,226	\$ 2,500	\$ 2,500	\$ -	\$ 5,000	\$ 2,500	Proposed To Possibly Also Include Holiday Lighting
68	Contingency							
69	Miscellaneous Contingency	\$ 59,342	\$ 65,000	\$ 23,469	\$ (41,531)	\$ 25,000	\$ 1,531	Projected FY 2022/2023 Includes 2 Stenner Pumps, Backflow Replacement, Fitness Equipment, Outfall Repair and Motor Install.
70	Capital Outlay	\$ -		\$ 13,576	\$ 13,576	\$ 25,000	\$ 11,424	Proposed to Possibly Include Pump Replacement, Security Cameras or Additional Court Improvements .
71								
72	Field Operations Subtotal	\$ 204,608	\$ 275,224	\$ 266,119	\$ (9,105)	\$ 283,025	\$ 16,906	
73								
74								
75	TOTAL EXPENDITURES	\$ 282,007	\$ 373,837	\$ 364,145	\$ (9,692)	\$ 381,971	\$ 17,826	
76								
77	EXPENDITURES		\$ (9,052)	\$ -	\$ (9,052)	\$ -	\$ -	
78								

Proposed Budget
Magnolia West Community Development District
Reserve Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2022/2023	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5								Based on 2020 Reserve Study for Amenity Facilities and District Engineer's Recommendation Following Stormwater Analysis
	Tax Roll	\$ 46,217	\$ 46,217	\$ 46,217	\$ -	\$ 57,604	\$ 11,387	
6								
7	TOTAL REVENUES	\$ 46,217	\$ 46,217	\$ 46,217	\$ -	\$ 57,604	\$ 11,387	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9								
10	TOTAL REVENUES AND BALANCE FORWARD	\$ 46,217	\$ 46,217	\$ 46,217	\$ -	\$ 57,604	\$ 11,387	
11								
12								
13	EXPENDITURES							
14								
15	Contingency							
16	Capital Reserves	\$ -	\$ -	\$ 46,217	\$ 46,217	\$ 47,604	\$ 1,387	Exterior Painting?
17	Stormwater Pond Reserves	\$ -	\$ -		\$ -	\$ 10,000	\$ 10,000	
18	TOTAL EXPENDITURES	\$ -	\$ -	\$ 46,217	\$ 46,217	\$ 57,604	\$ 11,387	
19								
20	EXCESS OF REVENUES OVER EXPENDITURES	\$ 46,217	\$ 46,217	\$ -	\$ 46,217	\$ 0	\$ 0	
21								

Magnolia West Community Development District
Debt Service
Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2006	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$48,603.55	\$48,603.55
TOTAL REVENUES	\$48,603.55	\$48,603.55
EXPENDITURES		
Administrative		
Debt Service Obligation	\$48,603.55	\$48,603.55
Administrative Subtotal	\$48,603.55	\$48,603.55
TOTAL EXPENDITURES	\$48,603.55	\$48,603.55
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Clay County Collection Costs (2%) and Early Payment Discounts (4%): 6.00%

Gross assessments **\$51,705.90**

⁽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 See Assessment Table.

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$439,575.00
Clay County Collection Cost @	2%	\$9,352.66
Early Payment Discounts @	4%	\$18,705.32
2023/2024 Total:		<u>\$467,632.98</u>

2022/2023 O&M Budget	\$410,362.00
2023/2024 O&M Budget	\$439,575.00
Total Difference:	<u>\$29,213.00</u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2022/2023</u>	<u>2023/2024</u>	<u>\$</u>	<u>%</u>
Debt Service - Single Family	\$1,149.02	\$1,149.02	\$0.00	0.00%
Operations/Maintenance - Single Family	\$831.53	\$890.73	\$59.20	7.12%
Total	<u>\$1,980.55</u>	<u>\$2,039.75</u>	<u>\$59.20</u>	<u>2.99%</u>

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$439,575.00
COLLECTION COSTS	2.0%	\$9,352.66
EARLY PAYMENT DISCOUNT	4.0%	\$18,705.32
TOTAL O&M ASSESSMENT		<u>\$467,632.98</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&M ASSESSMENT</u>				<u>PER LOT ANNUAL ASSESSMENT</u>		
	<u>O&M</u>	<u>SERIES 2006 DEBT SERVICE ⁽¹⁾</u>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>O&M</u>	<u>SERIES 2006 DEBT SERVICE ⁽²⁾</u>	<u>TOTAL ⁽³⁾</u>
SINGLE FAMILY	525	45	1.00	525.00	100.00%	\$467,632.98	\$890.73	\$1,149.02	\$2,039.75
Total Community	525	45		525.00	100.00%	\$467,632.98			

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

(\$28,057.98)

Net Revenue to be Collected

\$439,575.00

⁽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 Discounts.

⁽³⁾ Annual assessment that will appear on November 2023 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.

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 service 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 prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent 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. The Collection Agent also maintains and updates the District's lien book(s) annually and 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.

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.



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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.

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.

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



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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.

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.



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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.

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.



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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.

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.



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Tab 15

RESOLUTION 2023-09

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 2023/2024; 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 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, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), 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 2023/2024; 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 1st day of August 2023.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A

The Fiscal Year 2023/2024 Adopted Budget will be
attached as Exhibit A

Exhibit B

Assessment Roll

The Assessment Roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

Tab 16

FOURTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between the **Magnolia West Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Clay County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,559.67	\$18,716
Administrative:	\$380.75	\$4,569
Accounting:	\$1,671.08	\$20,053
Financial & Revenue Collections:	\$464.17	\$5,570
Assessment Roll ⁽¹⁾		\$5,849
Total Standard On-Going Services:	\$4,075.67	\$54,757

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 185
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 185
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

Tab 17

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING REVISED AMENITY SUSPENSION AND TERMINATION OF ACCESS RULE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District previously adopted a resolution adopting amenity rules, policies and fees, as amended and supplemented further on June 4, 2008 and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the revised rules relating to the restricting, suspending and terminating the privileges to access the District's recreational facilities and services and imposing certain fees for reimbursement attached here to as **Exhibit A** and incorporated herein by this reference ("Suspension and Termination of Access Rule") and set the public hearing to adopt the same.

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

SECTION 1. The Board of Supervisors will hold a public hearing to adopt the revised Suspension and Termination of Access Rule, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing on _____, 2023, at _____.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of August 2023.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A Suspension and Termination of Access Rule

Exhibit A

New Suspension and Termination of Access Rule (2022)

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: _____, 202____

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 202____ at a duly noticed public meeting, the Board of Supervisors ("Board") of the Magnolia West Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded and are replaced in its entirety with the following, for any violations occurring after the Effective Date stated above.

1 Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenities" or "Amenity").

2 General Rule. All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District's Amenities.

3 Access Cards / Key Fobs. Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person's access card or key fob for violation of the District's rules and policies established for the safe operations of the District's Amenities.

4 Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"), depending on the severity of the Violation:

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitating or allowing unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);
- g. Treating the District's staff, contractors, representatives, residents,

landowners, Patrons or guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household committing any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who is responsible of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

8. Initial Suspension from Amenities. The District Manager, General Manager,

Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the Board's determination of amount of an Administrative Reimbursement and/or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, Appeal Request filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

14. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.