

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time: Monday October 13, 2025 5:30 p.m.

Location:
Hilton Garden Inn Tampa Riverview Brandon
4328 Garden Vista Drive
Riverview, FL 33578

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

Magnolia Park Community Development District

c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746 321-263-0132

Board of Supervisors

Magnolia Park Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Magnolia Park Community Development District is scheduled for Monday, October 13, 2025 at 5:30 p.m. at Hilton Garden Inn Tampa Riverview Brandon – 4328 Garden Vista Drive Riverview, FL 33578.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 398 or <u>bjeskewich@vestapropertyservices.com</u>. We look forward to seeing you at the meeting.

Sincerely,

Barry Jeskewich

Barry Jeskewich District Manager

Cc: Attorney

Engineer

District Records

Exhibit 6

Exhibit 7

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Monday, October 13, 2025 Click Here to Join the Meeting Online

Time: 5:30 p.m. Dial-in Number 1-904-348-0776 Location: Hilton Garden Inn Tampa Riverview Brandon Conference ID: 766 858 449#

4328 Garden Vista Drive (Mute/Unmute: *6) Riverview, FL 33578 (Raise/Lower Hand: *5)

Agenda

For the full agenda packet, please contact: cdimaculangan@vestapropertyservices.com

- I. Roll Call
- II. Staff Reports 1
 - A. District Engineer Report *Greg Woodcock, Stantec*
- III. Audience Comments Agenda Items (Limited to 3 Minutes per Individual)

meeting)

- **IV.** Business Matters
 - A. Vendor Reports

1.	Review of Magnolia Park CDD Website Maintenance Request Log	Exhibit 1
	Through 10/10	

- 2. Aquatic Maintenance Mitchell Hartwig, Solitude Lake Management <u>Exhibit 2</u>
- 3. Landscape Maintenance Cristi Cochran, United Land Services Exhibit 3
 - a. Consideration of United Land Services Proposals:

i.	Landscape and Irrigation Maintenance Service Agreement	Exhibit 4
	Renewal (tabled from previous meeting)	

ii. Pre-approval Amount for United Landscape 2025 <u>Exhibit 5</u> Hurricane & Storm Cleanup (tabled from previous

iii. #182763 for One-time Clean-up of Pond 19
Perimeter (Designated Wetland/Conservation
Area) - \$3.628.13 (tabled from previous

Area) - \$3,628.13 (tabled from previous meeting)
#187403 for Vegetation Removal Along Pond

iv. #187403 for Vegetation Removal Along Pond 29 Fence - \$8,157.33 (tabled from previous meeting)

v. #186703 to Remove Overgrowth Along
Falkenburg Fenceline - \$9,333.33 (tabled from

previous meeting)
vi. #190888 to Repair Irrigation Issues Found
During September 24 Inspection (Sheet
Attached) - \$1,914.10

vii. #190885 to Trench and Install Exposed 2 Wire into Conduit Controller F by Bassett Court - \$1,289.10

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT

October 13, 2025 Agenda

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4. Field Operations Report – *Michael Bush, Vesta District Services*

Exhibit 11

V. Staff Reports 2

- A. District Counsel *Tucker Mackie, Kutak Rock*
- B. District Manager Barry Jeskewich, Vesta District Services

1. Update on Aquatic Maintenance Agreement

Exhibit 12

2. Update on HOA/CDD Relationship

VI. Consent Agenda

A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Exhibit 13

Meeting Held September 8, 2025

B. Consideration and Acceptance of the August 2025 Unaudited Financial Report

Exhibit 14

- VII. Supervisor Requests (Includes Next Meeting Agenda Item Requests)
- **VIII.** Audience Comments New Business (Limited to 3 Minutes per Individual)
- IX. Next Meeting Quorum Check 5:30 p.m. on Monday, November 10, 2025

Hilton Garden Inn Tampa Riverview Brandon 4328 Garden Vista Drive, Riverview, FL 33578

- X. Action Items Summary
- XI. Adjournment

EXHIBIT 1

Entry #	Date Created	OD Website Fie To:	Name	Address	Message	Resolution
				9213 Mountain	Good morning, I would like to request lake management and maintenance for the inner pond located behind the residence at 9213 Mountain Magnolia Dr. Over the past three years, this pond has not been maintained, and I've noticed that grass and vegetation are rapidly growing and now beginning to take over nearly half of the water area Could you please advise on the process and timeline for addressing this issue, along with any planned solutions? Thank you for your attention to this matter. I look forward to your response. Best,	
		Field Manager Field Manager	Moore	Magnolia Dr	Need to know what will be done to this WOODEN AREA located in the back of my home. When I purchased my home in December 2009, there was a POND behind my home. That is one of the reasons I choose to purchase this home. I never would imagine years later my backyard view is a wooden area. What will be done to rectify this problem? There are numerous wildlife in those woods.	
	2025-09-18		Marin	6411 Foxbury Ridge Ln 4927 White Sanderling Court	I wanted to address the area behind the West Townhomes. The area separating the townhomes from Asbury is currently in poor condition, with patchy grass and overgrown, disordered bushes that detract from the overall appearance. The bushes are also patchy and make the area untidy in appearance due to the lack of upkeep. I along with my neighbors would be very appreciative of any upkeep or updates you can provide.	
148	2025-09-15	Landscape	Anello	9107 MOUNTAIN MAGNOLIA DR	There are weeds that are starting to grow into trees, and vines that are taking over the landscaped areas along the entrance of the south gates. I am happy to meet up with someone to show them. At thr Progress gate- its across from the gate code box. The Falkenburg gate- you can see them from the backside of the fence more easily. These have been ignored and now its starting to look like big bushes/trees and they are not supposed to be there	
147	2025-09-12	Field Manager	Ciudad Real	6334 yellow buckeye dr	I would like to get my back fence line maintained since it is on the map but hasn't been maintained in years Part of our backyard has not being mowed the past three weeks. I believe there is some confusion between United and Yellowbird on who's responsibility this is but this overgrowth is unacceptable. A representative from Yellowbird is arguing with me that it is not their responsibility but it needs to be addressed. Can someone	
	2025-09-10		Foll Pieslak	5214 Fallen Leaf Drive 4833 white sanderling ct	please assist? Grass around pond and entire fence perimeter is over a foot high. I will wait 5 business days before submitting another complaint to the county code enforcement for failure to maintain lawn care.	

Entry #	Date Created	DD Website Fiel To:	Name	Address	Message	Resolution
143	2025-09-10 2025-09-04 2025-08-13		Faville Upshaw Stephenson	8941 Turnstone Haven Place 6321 Magnolia Park Blvd 8417 Loblolly Pine Ct	The vegetation growth around the pond behind our house has not been maintained properly. The growth is out of control, No weed whacking has taken place in weeks, and the last time they did weed whack they only did it behind the homes not the complete pond perimeter. If I could send pictures I would but I do not see anywhere on here to do that. The rear left corner of pond #9 (Lake Cherrywood) is severely overgrown and the water is completely covered in invasive vegetation. This has been reported several times since June. Last year the hurricanes knocked over a couple trees that are in the CDD property into my yard. The crew came out and trimmed the trees but left the stumps. They told me they would be back soon to grind the stumps since they didn't have the equipment with them. It has almost been a full year and no stumps have been removed. Grass is growing over them and the they cause water to pool on my property when it rains. When will someone be out to take care of this?	to make decisions on this. (Tree
141	2025-08-12	Landscape	PROVEDEL	8709 Turnstone Shore Lane	Good afternoon! Would like to request the CDD to send a team to cut/trim (maintain) the area between my backyard and the preservation behind my house. According to the map the area appears to be responsibility of the CDD and lack of maintenance now has overgrown vegetation advancing into my property. Checked with HOA for maintenance and they informed the area is to be maintained by CDD. This was also discussed during CDD meeting on 8/12/2025. Thank you!	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
140	2025-07-24	Field Manager	Fight	8648 Turnstone Shore Lane	Good Morning, I am writing in reference to my backyard at 8648 Turnstone Shore Lane. The area behind my property and HOA Property is owned by CDD and has not been mowed since Hurricane Milton (Oct. 2024) the area is overgrown and tree debris from hurricane still remain. I have been the sole owner of this property for 14 years and this area has never been this overgrown or not maintained. Kindly advise if anything has changed over the past 14 years that CDD is no longer maintaining this area. While I understand it is part of conservation area, it is more than 6ft above the waterline and, again, has never been left in this condition in 14 years. It is not only an eye-sore for myself, but also my neighbors view, and imagine it depreciates the value of the home/neighborhood, as well as the overgrowth compromising the health of the large oak tree that is being hugged by weeds. I can provide photos via email, if requested. I look forward to hearing back from you soon.	

Entry #	Date Created	DD Website Fie	Name	Address	Message	Resolution
		Field Manager	Faville	8941 Turnstone Haven Place	I emailed you about the pond behind our house and it not being properly maintained. Today there was one person on a mower but only mowed one row. The weed whackers did not do the entire perimeter. Still no spraying for weeds, they are our of control. I was told by our people that I can report this to higher authorities.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
138	2025-07-08	Field Manager	Faville	8941 Turnstone Haven Place	Hello, we live on a pond in Magnolia Park West, 8941 Turnstone Haven Place. The weeds growing out of the water are out of control. They haven't been treated in months(we have cameras) The weeds on the ground haven't been weed whacked in a very long time, they are out of control. The mowing is very minimal, maybe one swipe it looks terrible back there. Could we please give our ponds somee attention? Thanks, Elaine Faville	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
137	2025-07-03	Landscape	Rosario Medr	136 piave street	Hello, I am one of the homeowners of the address provided above. The tree that was planted in front of my property is falling. I would like to know who is responsible for replacing or replanting the tree? The homeowners or the CDD? If the CDD is responsible, then, what are the steps to request it? Thank you in advance for your help.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
133	2025-06-16	Landscape	Upshaw	6321 Magnolia Park Blvd	Please send someone to my home to address the overgrowth around the lake behind my home. The landscaping company contracted with Magnolia Park is refusing the maintain it and the CDD map shows the wetland conservation easement is 30 ft from the water's edge. I would like for this area to be measured and clearly identified for myself and the HOA because I am currently unable to use my back yard due to the amount of overgrowth. There is no maintenance happening well past 30 feet.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
131	2025-06-09	Landscape	Perez	5941 Sweet Birch Dr	Common ground areas behind north side of Sweet Birch Drive, behind houses and around pond, have not been mowed in weeks resulting in oveegrown grass and shrubs around perimeter. Request area be mowed and kept a per rregilar schedule.	6/16 - ULS crew serviced

Entry #	Date Created	То:	Name	Address	Message	Resolution
	2025-06-05	Landscape	Diaz	5104 Fallen Leaf Dr	Hey I have serious concerns about some overgrown trees taking over my property line, they are supposed to be taken care by the CDD, they haven't come for years. Please help before they destroy my house.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
129	2025-06-03	Landscape	Pabon-Harris	9110 Mountain Magnolia Dr	Hello. I live at 9110 mountain magnolia Dr in Magnolia Park South. For over a month the backyard grass has not been cut properly. The grass closer to the trees are being skipped completely and looks terrible. I was advised by the HOA manager that this now falls under the CDD, which is new information. When will the area be tended to? I am happy to provide pictures as necessary	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
128	2025-05-30	Landscape	Cullars	8514 Bassett Ct	Good evening, I have several tree stumps in the backyard outside of my property line that need to be removed. Due to past hurricanes, the trees were damaged and removed. However, the stumps were not. Please advise on removal. Thanks, Lisa	Board is waiting to make decisions on this. (Tree replacement options presented by ULS at April & May 2025 mtgs)
127	2025-05-28	Landscape	Jimenez	9013 Mountain Magnolia Dr	We were told by the EPC that the CDD is responsible for the fence line to the pond where our grass is very overgrown. They said the CDD needs to requests a permit (that has expired but the a new one is good for 3 years) to clean up the area. We have emailed and haven't heard back. This area has been maintained well for the past 6 years but over the past year left to over grow severely. If the CDD doesn't want to be responsible they can sign over the rights to us as the home owner to obtain the permit and we can maintain the area ourselves. Either way someone please get back with me. Thank you.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
126	2025-05-19	Aquatics	Jimenez	9013 Mountain Magnolia Dr	The grass near the pond is extremely high and hasn't been cut since last year. It needs to be cut. The landscaping company Yellowbird has told me they do not cut that area. Can you please help. It's almost 3 ft tall.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.

Entry	Date	To:	Name	Address	Message	Resolution
#	Created					
125	2025-05-14	Landscape	Anello	9107 Mountain Magnolia Dr	This is a complaint. The cutting of grass around the main pond (aka, Lake Cherrywood) in Mag Park South is grossly inconsistent. Most of the pond is cut and maintained by the CDD. However, the northside shore is being inconsistently cut and presently being ignored. Turning the largest pond in Mag Park into an eye sore is a crime. The CDD needs to stop cutting around the pond entirely or keep it maintained uniformly. At the present, it feels like the landscaper is arbitrarily picking winners and losers. Ultimately, I think the map is wrong and is being misread.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
124	2025-05-12	Landscape	Janakiram	9023 Mountain Magnolia Dr	Backyard grass has to be mowed Palm tree in the backyard needs to be trimmed and coiled plants has to be removed .	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.
123	2025-05-12	Landscape	Green	9031 MOUNTAIN MAGNOLIA DR	Following up on our discussion at the meeting. Please confirm if the area by the lake behind my home is conservation land that can't be taken care of by the cdd. Thank you.	This has been discussed with Greg and United. We have to apply for permits to cut this area, we are thinking it would be done once or twice a year.

EXHIBIT 2 Pending

EXHIBIT 3



Cristi Cochran ULS

OCTOBER LANDSCAPE AUDIT

Magnolia Park CDD

Monday, October 6, 2025

Prepared For Board Of Supervisors

32 Issues Identified



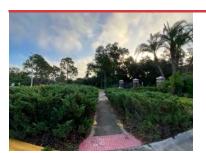
ISSUE 1
Assigned To ULS
Pinch flowers Magnolia Park Blvd & Progress

ISSUE 2



Assigned To Board Of Supervisors

Dead Sabal at Magnolia Park Blvd entrance to Amenities Center,
will submit quote to flush cut



ISSUE 3
Assigned To ULS
Trim juniper over sidewalk Magnolia Park Blvd near pond 38



ISSUE 4
Assigned To ULS
Pinch flowers Magnolia Park Blvd Amenities Center exit bed



ISSUE 5
Assigned To ULS
Remove Brazilian pepper volunteers Magnolia Park Blvd NE bed,
lift oaks



ISSUE 6

Assigned To Board Of Supervisors

Note area maintained by county overgrown NW beds Magnolia Park Blvd



ISSUE 7

Assigned To ULS

Hand pull weeds and shape Holly trees Magnolia Park & Progress NE bed



ISSUE 8

Assigned To Board Of Supervisors & Vesta

Magnolia Park West Entrance to be maintained by HOA per service map



ISSUE 9

Assigned To Board Of Supervisors

Quote was submitted last month to clear overgrowth pond 29 fence



ISSUE 10

Assigned To Board Of Supervisors

ULS will mow and trim this section of Pond 29 on October 6th, construction work is now completed



ISSUE 11
Assigned To ULS

Shape 3 holly trees Fallen Leaf Drive entry and Pond 36 per maintenance map



ISSUE 12

Assigned To ULS

Tip Podocarpus next visit Fallen Leaf near controller C



ISSUE 13

Assigned To ULS

Remove Virginia creeper vines Fallen Leaf and Hillcroft



ISSUE 14

Assigned To ULS

Hand prune overgrowth through fence behind Hillcroft Townhomes in October



ISSUE 15

Assigned To ULS

Hand prune overgrowth behind Hillcroft Townhomes in October



ISSUE 16

Assigned To ULS

Check for proper irrigation coverage in turf Hillcroft and Fallen Leaf intersection



ISSUE 17

Assigned To ULS

Shape hedge on Hillcroft in October near pond 37



ISSUE 18

Assigned To ULS

Prune back pond overgrowth back side of pond 37



ISSUE 19

Assigned To ULS

Trim back overgrowth back side of Pond 37 next visit



ISSUE 20

Assigned To ULS

Remove palm boots and trim Awabuki hedge in October Fallen Leaf and Grant Line intersection



ISSUE 21
Assigned To ULS

Lift oaks and shape hedge on fence Fallen Leaf north of pond 40



ISSUE 22

Assigned To ULS

Remove oak volunteer NE Magnolia Park and Grand Harvest bed



ISSUE 23

Assigned To ULS

Check irrigation Magnolia Park and Grand Harvest near pond 10, turf hot spot



ISSUE 24

Assigned To Board Of Supervisors & Vesta

HOA bed on Magnolia Park median NE has irrigation leak



ISSUE 25

Assigned To ULS

Trim back overgrowth NE side Magnolia Park Blvd



ISSUE 26

Assigned To ULS

Prune back overgrowth through fence Magnolia Park and Grand Harvest entry side next visit



ISSUE 27

Assigned To Vesta

Sidewalk issue Mag Park Blvd



ISSUE 28

Assigned To Board Of Supervisors & Vesta

Magnolia Park East entry to be maintained by HOA per maintenance map



ISSUE 29

Assigned To ULS

Trim hedges N on Falkenbugh & Aspen Hollow in October



ISSUE 30

Assigned To ULS

Trim hedges on S Falkenburgh adjacent to SW entrance of Red Spruce in October



ISSUE 31

Assigned To Board Of Supervisors & Vesta

HOA entry median bed SW Falkenburgh entrance has fallen robellini palm at gate



ISSUE 32

Assigned To ULS

Trim hedges in October SE entrance of Falkenburgh and Majestic Magnolia

EXHIBIT 4

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this 1st day of August 2025, by and between:

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"), and

UNITED LAND SERVICES, with an address of 12276 San Jose Blvd., Suite 747, Jacksonville, Florida 32223 ("**Contractor**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

Now, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as Exhibit A ("Work"), for the areas identified in the Landscape Maintenance Map attached hereto as Exhibit B ("Landscape Maintenance Area"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as Exhibit C ("Fee Summary") and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but

which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

- **B.** Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- **E.** Rain Days. In the event that time is lost due to heavy rains ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).
- **F.** *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or

omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

- **G.** *District Representative; Reporting*. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.
 - **i.** The District hereby designates the District Manager or his or her designee, to act as the District Representative.
 - **ii.** The District shall have the right to change its designated Representative with written notice to Contractor.
 - **iii.** Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.
 - **iv.** Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.
- **Deficiencies.** Contractor shall identify and promptly notify the District Η. Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

- I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- **J.** Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.
- **K.** Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.
- **M.** Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.
- N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. Compensation; Term.

- A. Term. The term of this Agreement shall be from August 1, 2025, to September 30, 2026, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement may be renewed in additional, one (1) year terms, so long as the total compensation under each year and corresponding agreement, including any applicable work authorizations, amendments and change orders thereto, do not exceed the bidding threshold for CATEGORY FOUR pursuant to Sections 190.033 and 297.017, Florida Statutes, and the District's Rules of Procedure. Renewal must be agreed to by the parties, in writing, including any increases in price for the renewal year; any renewal or increase in price without such written agreement by the parties shall be null and void.
- **B.** Compensation. As compensation for the Work, the District agrees to pay Contractor Fourteen Thousand Nine Hundred Seventeen Dollars (\$14,917.00) per month in accordance with the Fee Summary attached hereto as Exhibit C.
- C. Additional Work Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as Exhibit D. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as Exhibit C. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- **D.** Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., Florida

Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- 4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. Insurance.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the

District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- **B.** *Types of Insurance Coverage Required*. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - **ii.** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - **iii.** Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - **iv.** Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - **v.** Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- **C.** Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

- **D.** Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- **E.** *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- **F.** *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- **A.** The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

- **D.** In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- **E.** It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

- A. Default and Protection Against Third-party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- **B.** Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- **C.** Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.
- **D.** Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.
- **E.** Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **F.** Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

- **G.** Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.
- **H.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.
- **I.** Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **J.** *Notices.* All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District: Magnolia Park

Community Development District 250 International Pkwy., Suite 208

Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to Contractor: United Land Services

12276 San Jose Blvd., Suite 747 Jacksonville, Florida 32223

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or

other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- **K.** *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.
- **L.** *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Hillsborough County, Florida.
- Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Vesta District Services ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 EXT 742, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, AND 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

- **N.** Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **P.** *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- **R.** *E-Verify*. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract

with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement

S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:	MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT		
By: □ Secretary □ Assistant Secretary	By: □ Chairperson □ Vice Chairperson		
WITNESS:	UNITED LAND SERVICES		
By: Its:	By: Its:		
Exhibit A: Scope of Services Exhibit B: Landscape Maintenance Map Exhibit C: Fee Summary Exhibit D: Form of Work Authorization			

Exhibit A: Scope of Services



Exhibit A: Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement. See attached schedule for details on frequency of services.

LANDSCAPE MAINTENANCE PROGRAM

I. Turf Grass Mowing

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
- e. Areas to small to mow will be completed with a string trimmer or push mower.
- f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

2. Ornamental Detailing

- a. Detail operations will be completed in a sectional manner once monthly.
- Plant material will be trimmed to retain the natural shape and function of the plant using Best
 Management Practices and techniques.
- c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 12' in Paved areas.
- d. Palms under 12' will have brown fronds removed during detail rotation.
- e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.

3. Fertilization & Pest Control Services

- a. Applications will adhere to any State and Local ordinance including Blackout Periods.
- b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
- c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
- d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
- e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.



Scope of Services Summary

Annual Maintenance Outline

4. Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

5. Seasonal Color (Annuals) Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
- c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
- d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
- e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

6. Mulch & Pine Straw Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Mulch will be installed at timeframe determined by HOA.
- c. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.
- d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

ADDITIONAL SERVICES AND TEAM EXPECTATIONS

I. Extra Services

a. We will provide extra/special services based on agreement and specifications set forth by the Client

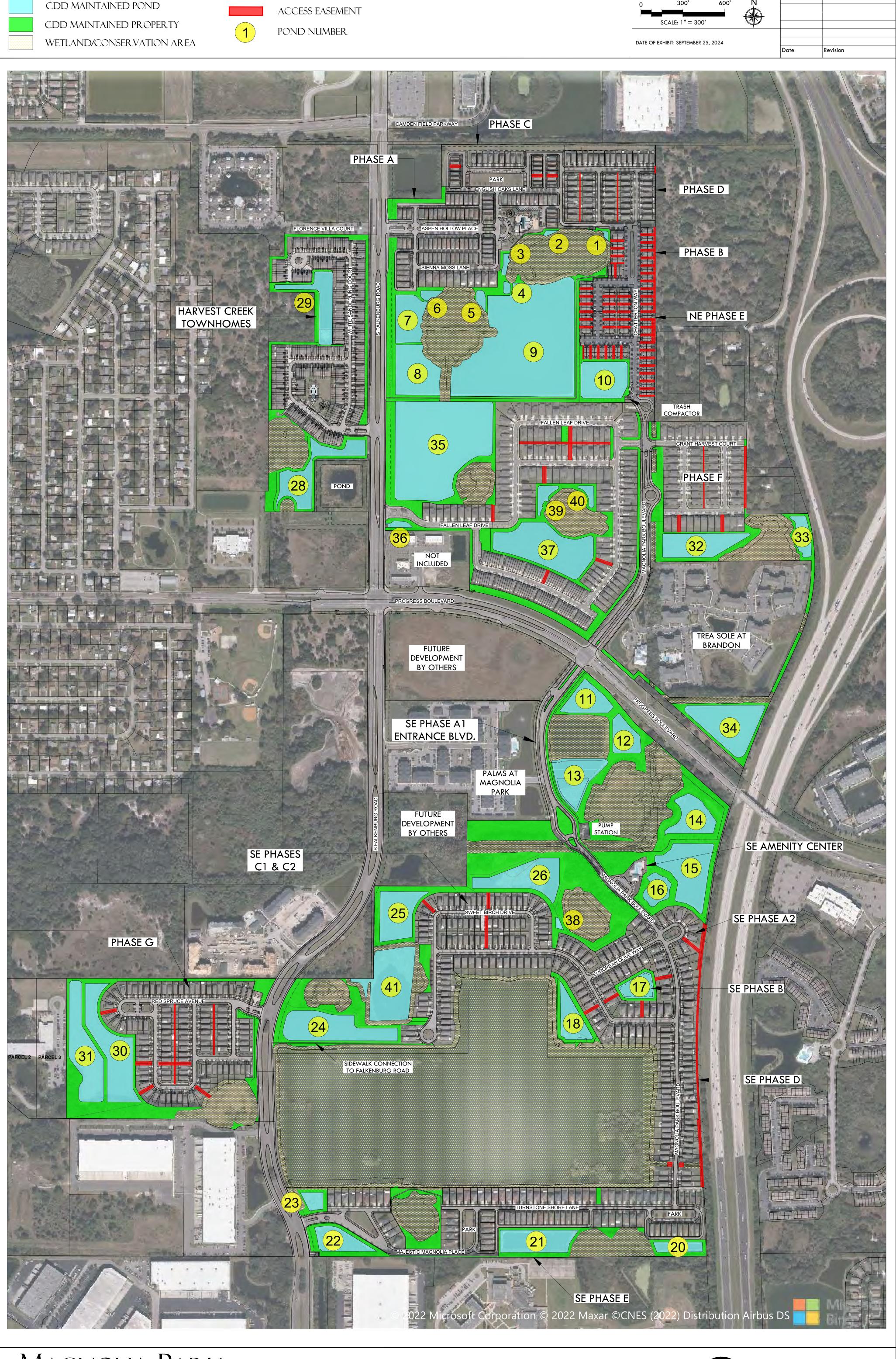
2. Team Expectations

 Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.

3. Appearance

Our team is required to maintain a professional and well-groomed appearance at all times.

Exhibit B: Landscape Maintenance Map



MAGNOLIA PARK
CDD MAINTENANCE EXHIBIT



Exhibit C: Fee Summary



Exhibit B:Your Investment

Landscape Management Proposal

Contract Maintenance	Monthly	<u>Yearly</u>
Core Maintenance- (42) Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 12 ft.), Rejuvenation Pruning (native grass), Weeding and Cleanup.	\$13,231	\$ 158,772
Irrigation Inspections- (12) Includes Adjusting Heads and Nozzles. Seasonal Clock Adjustments. Monthly Reports	\$ 582	\$ 6,984
Fertilization & Chemical Treatments Includes Turf (4) and Shrub (2) Fertilization & Pest Control Applications.	\$ 715	\$ 8,580
Palm Pruning- (I) Includes Trimming of all palm trees on property. Including removal of dead or dying fronds and removal of all loose boots.	\$ 389	\$ 4,668
Total for Landscape Maintenance	\$ 14,917	\$ 179,004

Additional Services	Quantity	<u>Price</u>
Mulch	TBD	\$TBD
Annuals	TBD	\$TBD

Exhibit D: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____ FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work A certain work in accordance with that certain Land, 2024 (the "Agreement"), by and between	authorization"), dated, 202, authorizes ascape and Irrigation Maintenance Agreement, effective veen:
	IENT DISTRICT , a local unit of special-purpose 0, <i>Florida Statutes</i> , located in Hillsborough County,
UNITED LAND SERVICES , with an address of 12 32223 (" Contractor ").	2276 San Jose Blvd., Suite 747, Jacksonville, Florida
exhibits, amendments and addenda thereto, Contractor si as set forth in the attached Exhibit A , which is incorpor	dition to the services described in the Agreement and any hall provide additional services, rated herein by reference, all in accordance with the terms of To the extent that the terms of Exhibit A conflict with terms Authorization and the Agreement shall control.
Contractor Dollar	nsation for the Additional Services, the District agrees to pay s (\$). Contractor shall invoice the same and the District shall pay Contractor in accordance with
the Additional Services as outlined above and is indicated District and Contractor. Contractor shall commence the	of this Work Authorization authorizes Contractor to complete ated by the signature of the authorized representative of the aforesaid Additional Services upon the full execution of this dance with the terms and conditions of the Agreement, which, Work Authorization, remains in full force and effect.
IN WITNESS WHEREOF, the parties execute this	agreement the day and year first written above.
ATTEST:	MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT
By: Secretary Assistant Secretary	By: □ Chairperson □ Vice Chairperson
WITNESS:	UNITED LAND SERVICES
By: Its:	By: Its:
Exhibit A Proposal for Additional Services	ACC .

EXHIBIT 5

2025 Hurricane & Storm Cleanup Rates



Dear Valued Customer"

In preparation for hurricane season and the potential for storm damage at your property we would like to inform you of our processes and pricing in regards to storm cleanup. In the event that our region is impacted by a storm, United Land Services is able and ready to handle any and all necessary storm cleanup related work. We address the cleanup & remediation process in a three phase approach:

Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so at labor prices listed. Main goal is to create as safe an environment as possible.
- * Clear main entrances of any obstructions inhibiting traffic.
- * Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- * Clear sidewalks, walking paths and thoroughfares in common areas.

Phase 2

- Assessment of total clean_up needed and associated total costs of Phases 1_3.
- Removal of any debris generated and stockpiled from Phase 1 upon approval.
- * Clearing and removal of debris from common area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers", hazard wood and damaged and hazardous trees remaining.

Rates

Supervisor-\$100/hr

Crew Leader-\$80/hr

Laborer-\$70/hr

Debris Removal-\$750+ (TBD based on amount and removal method)

Equipment (Lifts, trucks, chippers, loaders, skid steer, etc.)-\$ TBD based on requirements

*All rates charged portal to portal

Property Info		
Property		
Pre Approval Amount\$		
Name (Primary)		
Phone (Primary)		
Email (Primary)		
Name (Alternate)		
Phone (Alternate)		
Email (Alternate)		

EXHIBIT 6



Date: 8/12/2025

PO#

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Heath Beckett Vesta Properties 250 International Parkway Suite 208 Lake Mary, FL 32746

Property:

Magnolia Park CDD 5790 Magnolia Park Blvd. Riverview, FL 33578

2025 Pond 19 Clean Up

One Time clean of Pond 19 at request of residents on property, includes mowing turf where able, string trim pond bank

Please note per maintenance Map this is deemed wetland and not part of contract.

Description of Services	Total cost
Property Improvements	\$3,628.13

Ву		Ву	
	Cristi Cochran		
Date	8/12/2025	Date	
	United Land Convince	Magnelis	Pork CDD

EXHIBIT 7



Date: 9/6/2025

PO#

Customer:	

Property:

Magnolia Park CDD 5790 Magnolia Park Blvd. Riverview, FL 33578

2025 Remove Vegetation Along Fence Pond 29

Provide Labor To Cut Down Vegetation Along Fence, Haul Debris, Estimate 4 Days Labor









Description of Services Total cost	
Property Improvements	\$8,157.33

Ву		By	
	Cristi Cochran		
Date	9/6/2025	Date	
_	United Land Services	Magnolia Park CDD	_

EXHIBIT 8



Date: 9/3/2025

PO#

Customer:		

Property:

Magnolia Park CDD 5790 Magnolia Park Blvd. Riverview, FL 33578

2025 Clear Falkenburg Fenceline

Provide Labor and Equipment to Clear Overgrowth on Fence, Remove Debris, Estimate 2 Days



Description of Services	Total cost
Property Improvements	\$9,333.33

EXHIBIT 9



Date: 9/26/2025

PO#

Customer:	Property:
	Magnolia Park 5790 Magnoli Riverview, FL

k CDD a Park Blvd. 33578

2025 September Irrigation Repairs

Provide Labor and Material To Repair Irrigation Issues Found During September 24 Inspection:

- Clock F: Replace Stuck Valve Zone 2, Track Valves With Faults Zones 5, 6, 7, 8
- Clock E: Raise 8 Heads Zones 23 & 3 Heads Zone 26 For Better Coverage
- Clock G: Track Valves Zones 1, 4, 5, 6
- Clock B: All Zones Good
- Clock A: Pump Is Not Working & Electrician Is Required to Assess Breaker Melted To Terminals Replace Valve Not Responding to Controller Zone 11 Turned on Manually
- Clock C: Replace 6" Spray Zones 13, 16; Repair Lateral Line Break Zone 17
- Clock D: Raise Turf Spray Zone 22

	Description of Services	Total cost	
Irrigation F	Repair	\$1,914.10	
Ву		Ву	
	Cristi Cochran		
Date	9/26/2025	Date	
_	United Land Services	Magnolia Park CDD	

Services

Irrigation Repair

Terms & Conditions

ob Number: controller /Location: Behind Period Peri		@ wel	11													
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Page: Z of 8 Job Number: @ Lift station@ Pond 13 Controller #/Location: 9-24-25 Date: Controller Model: 上CCZ Hunter Seasonal Start Controller Make: M Dw TH F S S Adjust % Time Program Conventional Two Wire Mg8A **Not Working** Working MT W TH F S S **Controller Status:** B4:300m Not Working Working Weather / Rain Sensor: MTWTHFSS Reclaim Well Lake Potable **Point of Connection Type:** MTWTHFSS D Centrifigual Pressurized Well & Pump Type: MTWTHFSS E Submersible (Pump Start) MTWTHFSS 26 18 24 19 11 12 16 15 0 3 4 ZONE INFORMATION 5 05 D/mi 05 B 50 5 35 0 Spray - Rotor - Drip - Bubbler - MP Turf - Shrub - Anuals 20 10 50 30 30 30 50 (Program A) Run Time 15 15 (Program B Run Time Battery Pack - Add a Zone - Doubler Zone Fault or Alarm CONTRACT/MAINT. REPAIRS Maintenance Repairs Partially Clogged Nozzle **Cut Drip Line** Head Straigtened / Adjusted **BILLABLE REPAIR** Head Broken 6" Spray Head Broken 12" Spray Head Broken 4" Rotor Head Broken 6" Rotor **Broken Riser** Nozzle Fixed Nozzle MP Rotator Lateral Line Clogged **Drip Line Clogged Drip Line Repair** 6 Lateral Line Break .5-1" Lateral Line 1.5"+ Main Line Repair Valve Repair / Replacement **Broken Valve Box** Decoder Solenoid Valve Inoperable **NEEDED UPGRADES** Spray Head 4 to 6" Spray Head 6 to 12" Rotor 4 to 6" 3 Raise / Lower Head Turf Raise / Lower Head Shrub Relocate Head or Lateral

Tech Name: Tyler W

Comments:

Page: 3 of 8 Job Name: Mag Park Clock G Job Number: Behind Lift Station @perimeter Controller #/Location: 9-24-25 Date: Controller Model: ACCZ Seasonal Start Hunter Controller Make: Adjust % **Run Days** Time Program Conventional Two Wire M (T) W TH (E) S S A 6:15am **Not Working** Working **Controller Status:** MTWTHFSS Not Working Working Weather / Rain Sensor: MTWTHFSS Reclaim Well Lake **Point of Connection Type:** Potable MTWTHFSS D Centrifigual Pressurized MTWTHFSS Well & Pump Type: E (Pump Start) Submersible MTWTHFSS 16 14 15 13 12 11 10 8 ZONE INFORMATION D 5 MP Spray - Rotor - Drip - Bubbler - MP Turf - Shrub - Anuals 30 45 30 16 20 15 (Program A) Run Time (Program B) Run Time Battery Pack - Add a Zone - Doubler 4/am alacm Zone Fault or Alarm **CONTRACT/MAINT. REPAIRS** Maintenance Repairs 3 Partially Clogged Nozzle **Cut Drip Line** Head Straigtened / Adjusted **BILLABLE REPAIR** Z Head Broken 6" Spray 0 Head Broken 12" Spray 0 Head Broken 4" Rotor 0 Head Broken 6" Rotor Ò **Broken Riser** Nozzle Fixed 9 Nozzle MP Rotator 5 Lateral Line Clogged + **Drip Line Clogged** Q **Drip Line Repair** Lateral Line Break .5-1" 9 Lateral Line 1.5"+ Main Line Repair 0 Valve Repair / Replacement S **Broken Valve Box** Decoder Solenoid Valve Inoperable **NEEDED UPGRADES** Spray Head 4 to 6" Spray Head 6 to 12" Rotor 4 to 6" Raise / Lower Head Turf Raise / Lower Head Shrub Relocate Head or Lateral Comments:

Tech Name: Tyler W

Job Name:	Mag (ach (Clock	5 B										Page:	4	of	0	
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Tech Name:	lyler u	N																

Page: 5 of 8 Job Name: Mag Park Clock A

Job Number:
Controller
#/Location: Behind exit side fence Date: Seasonal Controller Model: ACCZ Start Hunter Controller Make: Run Days Adjust % Time Program Conventional Two Wire MTWTHFSS A Not Working Working MTWTHFSS Controller Status: **Not Working** Working M DW TH FS S CEPM Weather / Rain Sensor: Reclaim Well Lake Potable **Point of Connection Type:** MTWTHFSS D Centrifigual Pressurized Well & Pump Type: MTWTHFSS (Pump Start) Submersible MTWTHFSS 15 16 14 12 10 11 ZONE INFORMATION 9 0 0 5 Spray - Rotor - Drip - Bubbler - MP D Turf - Shrub - Anuals 5 5 5 (Program (Program) Run Time 30 30 30 30 30 30 30 30 30 (Program 9) C 30 30 Run Time Battery Pack - Add a Zone - Doubler Zone Fault or Alarm **CONTRACT/MAINT. REPAIRS** Maintenance Repairs Partially Clogged Nozzle 0 **Cut Drip Line** Head Straigtened / Adjusted **BILLABLE REPAIR** Head Broken 6" Spray Head Broken 12" Spray Head Broken 4" Rotor Head Broken 6" Rotor **Broken Riser** Nozzle Fixed Nozzle MP Rotator Lateral Line Clogged **Drip Line Clogged Drip Line Repair** Lateral Line Break .5-1" Lateral Line 1.5"+ Main Line Repair Valve Repair / Replacement **Broken Valve Box** Decoder Solenoid Valve Inoperable **NEEDED UPGRADES** Spray Head 4 to 6" Spray Head 6 to 12" Rotor 4 to 6" Raise / Lower Head Turf Raise / Lower Head Shrub Relocate Head or Lateral comments: Pump is not working, noticed out Dripline while walking property

Electricum Required, Breaker was metted to the terminals

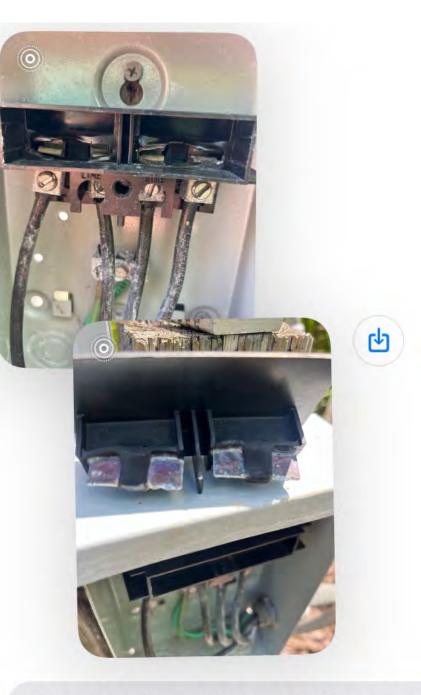
Tech Name: Tyler W

Job Name:		Park C	ontro	oller	C									Page:	6	_ of	- 0	
Job Number : Controller #/Location:	entry	@ Fer	nce			- `												
Date:	9-24	-75			30	_												
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Run Time	(Program	B)						the past	4 7 3 1	5632			900					E STORY
Battery Pack -	- Add a Zon	e - Doubler																
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Maintenance	Repairs		1888									6						
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Tech Name: Tyler W

Job Name: /	Mag Park	Clock	6 D									Page:	1	of	_0_			
Job Number : _	Left/fro			dewater	oaks													
	9-24-25																	
		onal													1			
Program	Start Seas Time Adju	st % Run	Days				Contro	ller Mal	ke:	hunt		Controller Model: ACCZ						
A			V TH F								Two Wi		Conver					
В			V TH F					ntroller			Workin		Not Wo					
C			V TH F				Veather				Workin	The Later of the L	n Well					
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Turf - Shrub -			T		T		F			T	FLS	ſ	F/5					
Run Time	(Program A)						200		356								
Run Time	(Program B)					100	9/w3/	100 mag 1						TES DI			
	Add a Zone - Do	ubler									272							
Zone Fault or A	riarm rimaint. REPA	Pe						7 7 5										
Maintenance R		ING			10 22 25		100	D. V. St.				For B			6-32			
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Head Broken 6	" Spray						0.55					100						
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Head Broken 4																		
Head Broken 6	"Rotor		86		(A) and			2000 C	12000						3000			
Broken Riser Nozzle Fixed		2 E C					200		8.46.3			-1		100	3 33			
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Lateral Line Cl			1000		S WAS	2210		e Rey										
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Drip Line Repa				图 数										1323	ALERSON.			
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Rotor 4 to 6"				900							1	1		E 5 7				
Raise / Lower				Sec. al														
Raise / Lower	Head Shrub											Sec. 1	200					
Relocate Head	or Lateral							-										
Comments:		7.73						10		- 17			200					
			3625	Also ale			- NO.	51 Br										
Tech Name:				1			-											

Job Name: Mag Park	Clock	0										Page:	8	_ of	8	
Job Number :														4		
Controller	00 -															
#/Location: Left front	1303	trade	eweste													
Date: 9-24-75																
Program Time Adjust %	Run Da	ays					Contro	oller Ma	ke:	Hunte	2	C	ontrolle	r Model:	Acc	2
A	MOW	TH(F)	SS							115.5	Two Wi	re,	Conve	ntional		
В	MTW						Co	ntroller	Status:		Working	g	Not W	orking		
C	MTW	TH F	SS			1	Neather	/ Rain	Sensor:		Working		Not W			
D	MTW	TH F	SS						n Type:		able		n Well			
E	MTW.								p Type:		ressuriz		Centrifig			
F The second second	MTW.								.р турс.	-	ump St		ubmers			
		100		WI Sale	10111			100/2			unip ou		abilicis	DIC		7.35
ZONE INFORMATION	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray - Rotor - Drip - Bubbler - MP	1 2 3	a	ゞ	3.000		3	5	50000	Tage 1	NY 30	LOVE			Page 1	N. S.	
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Tech Name: Tyler W																



Controller A, Breaker melted, we have no water. We will document this

EXHIBIT 10



Date: 9/26/2025

PO#

C	Customer		

Property:

Magnolia Park CDD 5790 Magnolia Park Blvd. Riverview, FL 33578

2025 Install Exposed 2 Wire Into Conduit - Clock F

Provide Labor and Material to Trench and Install Exposed 2 Wire Into Conduit Controller F Near 8524 Bassett Court







Description of Services	Total cost
Irrigation Repair	\$1,289.10

Ву		Ву		
	Cristi Cochran			
Date	9/26/2025	Date		
	United Land Services	Magnolia Park Cl	חר	

Services

Irrigation Repair

Terms & Conditions

EXHIBIT 11

Field Operations Report
for
Magnolia Park
Community Development
District
October 2025

Magnoli<u>a Park</u>

- Pond Vendor.
 - Premier Lakes is scheduled to start.
 - I have been in communication with Alex on some of the ponds that need attention asap.
- Fence Work.
 - I walked this area with Rafeal and noticed that there are still 2 small sections up due to a large beehive on it.
 - I have reached out to a beekeeper to get this removed.
- Meeting with Rafeal.
 - Walked/Drove around the property to look at areas that we can work on improving.
 - Cut back areas
 - Sprinkler timing.
 - Trees that needed trimming.
 - Fence repairs.
 - Total of 5 areas that still need repair.





- United.
 - Meeting scheduled to go over the proper improvement areas.
 - Any areas that need to be mowed.
 - Areas where we can cut back.
 - Areas where trees need to be trimmed.
 - Irrigation issues.





















Pond 40 Area



Trees growing on residents' property.







Pond 20 – Needs work.



Cut back area near Pond 37.

Magnolia Park

Conservation Area L

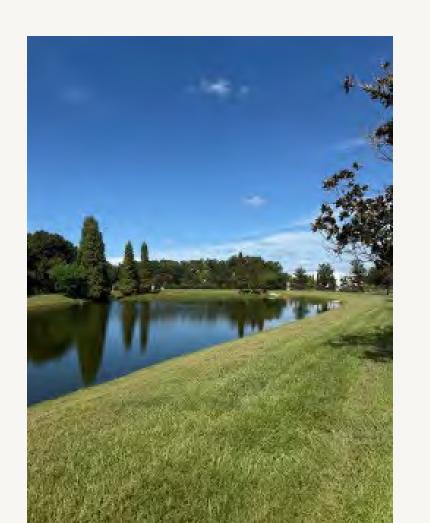




Mag Park South Entrance

Pond 22

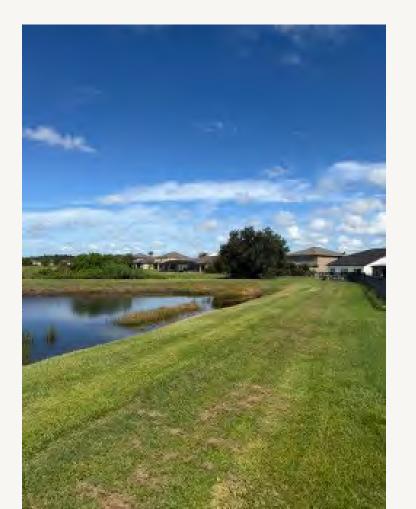






Pond 18 Left Pond 18 Right Pond 24







Machforms

Date Created	To:	Message	Response
2025-09-26 10:21:18	Field Manager	Good morning, I would like to request lake management and maintenance for the inner pond located behind the residence at 9213 Mountain Magnolia Dr. Over the past three years, this pond has not been maintained, and I've noticed that grass and vegetation are rapidly growing and now beginning to take over nearly half of the water area. Could you please advise on the process and timeline for addressing this issue, along with any planned solutions? Thank you for your attention to this matter. I look forward to your response.	We are currently trying to get approval to maintain more of this area.
2025-09-24 09:50:52	Field Manager	Need to know what will be done to this WOODEN AREA located in the back of my home. When I purchased my home in December 2009, there was a POND behind my home. That is one of the reasons I choose to purchase this home. I never would imagine years later my backyard view is a wooden area. What will be done to rectify this problem? There are numerous wildlife in those woods.	This is on our maintenance cycle to have cut back.
2025-09-18 19:15:38	Landscape	I wanted to address the area behind the West Townhomes. The area separating the townhomes from Asbury is currently in poor condition, with patchy grass and overgrown, disordered bushes that detract from the overall appearance. The bushes are also patchy and make the area untidy in appearance due to the lack of upkeep. I along with my neighbors would be very appreciative of any upkeep or updates you can provide.	This was tabled at the last boar meeting.
2025-09-15 12:53:24	Landscape	There are weeds that are starting to grow into trees, and vines that are taking over the landscaped areas along the entrance of the south gates. I am happy to meet up with someone to show them. At thr Progress gate- its across from the gate code box. The Falkenburg gate- you can see them from the backside of the fence more easily. These have been ignored and now its starting to look like big bushes/trees and they are not supposed to be there	We are currently trying to get approval to maintain more of this area.

Machforms

2025-09-12 09:44:10	Field Manager	I would like to get my back fence line maintained since it is on the map but hasn't been maintained in years	I have reached out to landscaping to look at this area
2025-09-10 19:14:55	Landscape	Part of our backyard has not being mowed the past three weeks. I believe there is some confusion between United and Yellowbird on who's responsibility this is but this overgrowth is unacceptable. A representative from Yellowbird is arguing with me that it is not their responsibility but it needs to be addressed. Can someone please assist?	I have reached out to landscaping to look at this arae.
2025-09-10 18:28:27	Landscape	Grass around pond and entire fence perimeter is over a foot high. I will wait 5 business days before submitting another complaint to the county code enforcement for failure to maintain lawn care.	We are waiting for approval to get this work done.
2025-09-10 11:07:23	Field Manager	The vegetation growth around the pond behind our house has not been maintained properly. The growth is out of control, No weed whacking has taken place in weeks, and the last time they did weed whack they only did it behind the homes not the complete pond perimeter. If I could send pictures I would but I do not see anywhere on here to do that.	I have reached out to landscaping to look at this area
2025-09-04 13:44:34	Aquatics	The rear left corner of pond #9 (Lake Cherrywood) is severely overgrown and the water is completely covered in invasive vegetation. This has been reported several times since June.	I have reached out to landscaping to look at this area
2025-08-13 12:14:38	Landscape	Last year the hurricanes knocked over a couple trees that are in the CDD property into my yard. The crew came out and trimmed the trees but left the stumps. They told me they would be back soon to grind the stumps since they didn't have the equipment with them. It has almost been a full year and no stumps have been removed. Grass is growing over them and the they cause water to pool on my property when it rains. When will someone be out to take care of this?	We are waiting for approval to replace all the fallen tress from the hurrcane.



THANK YOU

Michael Bush

Mbush@VESTAPROPERTSERVICES.COM

EXHIBIT 12

Magnolia Park Community Development District

c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746 Phone: 321-263-0132

October 1, 2025

Via UPS and Email

Solitude Lake Management, LLC Attn: Trina Duncan 5869 Enterprise Parkway Fort Myers, Florida 33905

Email: tduncan@solitudelake.com

Re: Magnolia Park Community Development District ("District")

Notice of Termination – Agreement for Aquatic Maintenance Services and
Agreement for Mitigation Monitoring and Maintenance Services

Dear Ms. Duncan:

Pursuant to Sections 20 of the Agreement for Aquatic Maintenance Services and the Agreement for Mitigation Monitoring and Maintenance Services, both dated June 1, 2023 (the "Agreements"), and in accordance with the decision made by the Board of Supervisors of the District, please accept this 30-day written notice of termination of the Agreements, without cause. Services being provided pursuant to the Agreements shall cease October 31, 2025. Please note that the District expects your company to provide services in accordance with the terms of the Agreements through October 31, 2025.

The District appreciates the services your company has provided and wishes you the best. Should you have any questions, please contact me at (321) 263-0132 ext. 398 or bjeskewich@vestapropertyservices.com.

Sincerely,

Barry Jeskewich District Manager

cc: Tucker F. Mackie, District Counsel Chair, Board of Supervisors

AGREEMENT FOR AQUATIC MAINTENANCE SERVICES BETWEEN MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT AND PREMIER LAKES, INC.

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2025, by and between:

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and having a mailing address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

PREMIER LAKES, INC., a Florida corporation, whose mailing address is 1936 Bruce B Downs Blvd., Suite 308, Wesley Chapel, Florida 33544 (the "Contractor").

RECITALS

WHEREAS, the District was established by ordinance adopted by the County Commission of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to hardscape, landscape, and other infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide the labor, services and materials for aquatic maintenance services to the stormwater ponds located within the District, as identified on the maintenance area map attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, Contractor represents that it is capable of providing such services to the District; and

WHEREAS, the District and Contractor (collectively, the "**Parties**") warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

Now, Therefore, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Description of Work and Services.

- **A.** AQUATIC MAINTENANCE SERVICES. The Contractor agrees to provide the labor, services and materials for aquatic maintenance services to the stormwater pond areas as more specifically identified in **Exhibit B**. The Contractor shall provide the following services each month ("Services"):
- **B.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the Parties and upon the written authorization of the District.
- **C.** This Agreement grants to Contractor this right to enter, and reasonable ingress and egress to the District property for purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provisions of the Services.
- D. The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and its landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- **E.** The Contractor agrees to attend regularly scheduled meetings of the District's Board of Supervisors, either in-person or remotely.

SECTION 3. COMPENSATION; TERM. In exchange for providing the Services, the District shall pay the Contractor an amount of Three One Hundred Twenty Dollars (\$3,120.00) per month for a not-to-exceed amount of Thirty-Seven Thousand Four Hundred Forty Dollars (\$37,440.00) annually. If the District should desire additional work or services not provided in this Agreement, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.

A. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor by the fifth (5th) day of the next succeeding month. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing Services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

- **B.** Work shall commence on November 1, 2025, and end October 31, 2026. This Agreement shall automatically renew for one-year terms, under the same terms, specifications, and conditions as set forth by this Agreement, unless terminated pursuant to the terms of this Agreement. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District's consent.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

Section 4. Warranty and Covenant.

- A. Execution of this Agreement by Contractor is a representation that Contractor has visited the District property where the Services are to be performed and become familiar with the location and any special conditions under which the Services are to be performed. Contractor represents and warrants that its investigation of the District property was performed in detail and was sufficient to disclose the condition of the District property and all improvements thereon, and the conditions under which the Services are to be performed.
- **B.** Contractor warrants to District that all materials and equipment furnished under this Agreement will be of good quality and new, that the Services and materials will be free from faults and defects not inherent in the quality required or permitted, and that the Services will conform with the requirements of this Agreement. Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District's Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. Contractor hereby grants to District (or its assignee), its warranty of the quality and adequacy of all the Services, including, without limitation, all labor, materials, and equipment provided by Contractor and its subcontractors of all tiers in connection with the Services. Neither final acceptance of the Services,

nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct it promptly after receipt of a written notice from the District and shall correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Upon completion of the Services, Contractor shall assign or cause to be assigned to District all manufacturers' and other warranties with respect to all Services.

- **D.** Contractor shall, at its expense, give all necessary notices and cause all Services done and materials and equipment furnished pursuant to this Agreement to comply strictly with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform (hereinafter referred to collectively as "Legal Requirements"). Further, Contractor covenants and warrants that it shall observe and comply strictly with all Legal Requirements in connection with the performance of the Services or otherwise. Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Services, including, without limitation, complying with all laws, ordinances and safety regulations. Contractor shall be responsible to District for the acts and omissions of Contractor's employees, subcontractors and their agents and employees and other persons performing portions of the Services under a contract with Contractor.
- E. Contractor hereby covenants to the District that it shall perform the Services: (i) in a good and workmanlike manner, using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all Legal Requirements and this Agreement; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District

SECTION 5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

Section 6. Insurance.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

Statutory

General Liability (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.)

Bodily Injury (including contractual)\$2,000,000Property Damage (including contractual)\$2,000,000

Employer's Liability \$1,000,000

Automobile Liability (if applicable)

Bodily Injury and Property Damage \$2,000,000

- **B.** Contract shall name the District, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective without prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, authorized to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but is not limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonably attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full powers and authority to comply with the terms and provisions of this Agreement.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Magnolia Park Community Development District

250 International Parkway, Suite 208

Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Kutak Rock LLP

107 W. College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to the Contractor: Premier Lakes, Inc.

1936 Bruce B Downs Blvd., Suite 308

Wesley Chapel, Florida 33544

Attention: Alex Kurth

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and had the opportunity to seek advice or received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

Section 18. Indemnification.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limited of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to

the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. **Public Records.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Barry Jeskewich ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 EXT. 398, BJESKEWICH@VESTAPROPERTYSERVICES.COM OR AT 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

- **SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 25. GOVERNING LANGUAGE.** For all purposes, this Agreement shall be the governing document and understanding of the parties. In the event of any conflict between this Agreement and any other document, this Agreement shall govern and control.
- **SECTION 26. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- **SECTION 27. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- **SECTION 28. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
- **SECTION 29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** The Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:
 - **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
 - **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the

- right to transact business with public entities;
- **C.** Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- **E.** Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

The Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, the Contractor shall immediately notify the District. By entering into this Agreement, the Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 30. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Attest:	Magnolia Park Community Development District
Barry Jeskewich	
Secretary	Chair/Vice Chair, Board of Supervisors
Witness:	Premier Lakes, Inc.
William R. Kurth	ву: Alex Kurth
Signature of Witness	Print Name: Alex Kurth
	Title: President

Exhibit A: Map of Aquatic Maintenance Areas

Exhibit B: Schedule of Services

Exhibit A

Map of Maintenance Areas

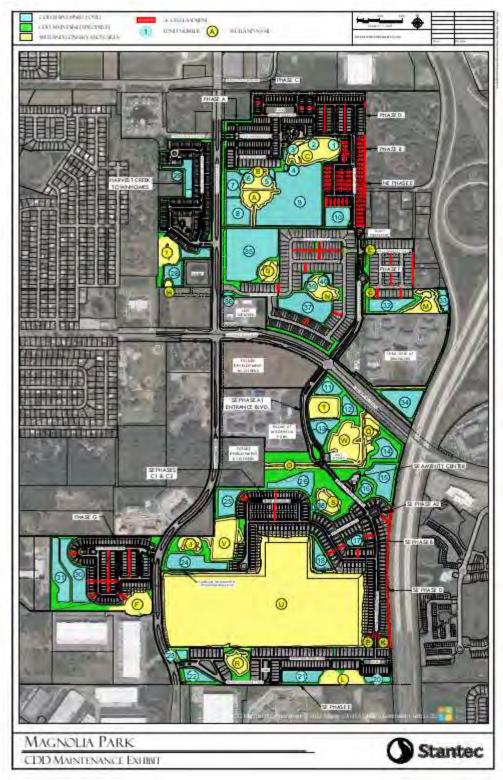


Exhibit B Schedule of Services



Annual Management Program Agreement

Customer Name: Magnolia Park CDD Property Contact: Heath Beckett

Agreement Effective Date: October 1st, 2025 - September 30th, 2026

Program Description: Annual Lake Maintenance

Premier Lakes Consultant: Alex Kurth Consultant Phone Number: 239-707-1575

This Agreement, dated **August 24th, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Magnolia Park CDD**, hereinafter known as "Customer"

Both Customer and Premier Lakes agree to the following terms and conditions:

- General Conditions: Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
- Service Area: The "Service Area" is described as 38 lakes consisting of approximately 43,676 linear feet and 69.31 acres. Map attached.
- Contract Services: Premier Lakes will perform (36) Thirty-Six inspections per year of the Service Area and provide the following service as necessary.
 - a. Aquatic Weed Control: Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
 - Algae Control: Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. Shoreline Weed Control: Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that





when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. Water Quality Analysis: Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
- e. Trash Pickup: Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
- f. Management Reporting: Service reports detailing the services rendered will be provided following each inspection.
- g. Aquatic Consultation: Attendance to monthly board meetings when requested.
- 4. Callbacks: Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.
- 5. Contract Term & Automatic Renewal: This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
- 6. Payment Terms: No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal Monthly installments of \$3,120.00 per Month commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
- 7. Forms of Payment: Premier Lakes accepts payment by check.





- Contract Void Ab Initio: This contract will be void ab initio if Premier Lakes, in its sole
 discretion, determines that the condition of the Service Area has materially declined
 between the date of this Agreement and the commencement date of the Agreement.
 If Premier Lakes commences services under this Agreement, this paragraph will not
 apply.
- Force Majeure: Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
- Contact Updates: It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
- 11. Termination: This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
- 12. Enforcement and Governing Law: A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida.
- 13. Safety: Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
- 14. Additional Services: Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
- 15. Insurance: Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the





- extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
- 16. E-Verify: Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
- Limited Offer: This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

AGREEMENT BETWEEN THE MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT AND PREMIER LAKES, INC., FOR MITIGATION MONITORING AND MAINTENANCE SERVICES

This Agreement (the "**Agreement**") is made and entered into as of this 1st day of October 2025, by and between:

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and having a mailing address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

PREMIER LAKES, INC., a Florida corporation, whose mailing address is 1936 Bruce B Downs Blvd., Suite 308, Wesley Chapel, Florida 33544 (the "**Contractor**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District owns and maintains certain wetlands within its boundaries identified on the attached **Exhibit A** (the "**Property**"); and

WHEREAS, the District desires to retain an independent contractor to provide quarterly wetland mitigation monitoring and maintenance services described herein and in the attached **Exhibit B**, within the Property (collectively, the "Services"); and

WHEREAS, the Contractor represents that it is qualified, willing and able to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.
- **SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to furnish all necessary labor, materials, equipment, tools, expertise and supplies and perform all tasks necessary for the provision of wetland mitigation monitoring and maintenance services within the Property, as described herein and in the attached **Exhibit B.**
- **SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake and/or perform the Services as are specified in this

Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement shall conform to any written instructions issued by the District.

- **A.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.
- **B.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - 1. The District hereby designates its District Manager to act as its representative.
 - 2. If requested by the District Manager, the Contractor agrees to meet with the District's representative to discuss conditions, schedules, and items of concern regarding this Agreement.
- **D.** Contractor shall use all due care to protect the Property from damage and shall follow and be responsible for the completion of the Services set forth in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- **E.** The Contractor agrees to attend regularly scheduled meetings of the District's Board of Supervisors, either in-person or remotely.

Section 4. Compensation.

A. In exchange for providing the Services pertaining to wetland monitoring, the District shall pay the Contractor an amount of **Eight Hundred Dollars (\$800.00)** per wetland monitoring event for a not-to-exceed amount of **One Thousand Six Hundred Dollars (\$1,600.00)** annually. In exchange for providing the Services pertaining to wetland maintenance, the District shall pay the Contractor a one-time start-up fee of **Two Thousand Eight Hundred Dollars (\$2,800.00)**, due upon execution of this Agreement, and

an amount of **One Thousand Two Hundred Dollars (\$1,200.00) quarterly** (May, August, November and February) for a not-to-exceed amount of **Four Thousand Eight Hundred Dollars (\$4,800.00) annually**. The Contractor shall invoice the District upon completion of each monitoring or maintenance event, and the District shall provide payment within thirty (30) days of receipt of such an invoice.

- **B.** If the District should desire additional work or services not provided in **Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees. Any subcontractors proposed to be used by Contractor are subject to approval by the District, which approval may be withheld in the District's sole discretion.

Section 5. Insurance.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	\$1,000,000
Property Damage (including contractual)	\$1,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$1.000.000

B. The District, its agents, staff, consultants and supervisors shall be named as an additional

insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Magnolia Park Community Development District

250 International Parkway, Suite 208

Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Kutak Rock LLP

107 W. College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to the Contractor: Premier Lakes, Inc.

1936 Bruce B Downs Blvd., Suite 308

Wesley Chapel, Florida 33544

Attention: Alex Kurth

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

SECTION 17. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be

performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.
- **SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- **SECTION 19. EFFECTIVE DATE.** This Agreement is effective as of the date first written above and shall remain in effect until October 31, 2026.
- Section 20. Termination. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.
- **SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- **SECTION 22. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in

handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Barry Jeskewich ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 EXT. 398, BJESKEWICH@VESTAPROPERTYSERVICES.COM OR AT 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

- **SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 25. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.
- **SECTION 26. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into

this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Section 27. Compliance with Section 20.055, *Florida Statutes.* The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 28. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. The Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- **C.** Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- **E.** Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

The Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, the Contractor shall immediately notify the District. By entering into this Agreement, the Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District and Contractor execute this Agreement on the day and year first written above.

MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT			
Dave Turner Dave Turner (Sep 30, 2025 17:33:41 EDT)			
Chair/Vice Chair, Board of Supervisors			
PREMIER LAKES, INC.			
Alex Kurth Alex Kurth (Sep 30, 2025 17:41:16 EDT)			
By: Premier Lakes, Inc. Its: President			

Exhibit A: Map of Wetland Areas
Exhibit B: Scope of Services

Exhibit AMap of Wetland Areas



Exhibit B

Scope of Services



Annual Management Program Agreement

Customer Name: Magnolia Park CDD Property Contact: Heath Beckett

Agreement Effective Date: October 1st, 2025 - September 30th, 2026

Program Description: Annual Wetland Maintenance

Premier Lakes Consultant: Alex Kurth Consultant Phone Number: 239-707-1575

This Agreement, dated **August 24th, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Magnolia Park CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

- General Conditions: Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
- Service Area: The "Service Area" is described as two wetlands consisting of approximately 4 acres. Map Attached.
- Contract Services: Premier Lakes will perform (4) Four inspections per year of the Service Area and provide the following service as necessary.
 - a. Wetland and Upland Management: Services include the application of herbicides to control unwanted vegetation. Treatment of all FISC Category 1 & 2 species and native nuisance species. All target species will be killed in place. Due care will be taken to preserve understory native growth. Hand pulling and cutting of material will be performed where appropriate. Initial clean-ups, removals, or disposal will be performed at an additional charge.
 - Management Reporting: Service reports detailing the services rendered will be provided following each inspection.
 - Aquatic Consultation: Attendance to monthly board meetings when requested.





- One-Time Start-Up Fee: A one-time charge of \$2,800.00 for additional products and labor necessary to return wetlands to management condition will be invoiced at the commencement of this agreement.
- 5. Contract Term & Automatic Renewal: This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
- 6. Payment Terms: No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal Quarterly installments of \$1,200.00 per Quarter commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
- 7. Forms of Payment: Premier Lakes accepts payment by check.
- Contract Void Ab Initio: This contract will be void ab initio if Premier Lakes, in its sole
 discretion, determines that the condition of the Service Area has materially declined
 between the date of this Agreement and the commencement date of the Agreement.
 If Premier Lakes commences services under this Agreement, this paragraph will not
 apply.
- Force Majeure: Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
- Contact Updates: It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
- 11. Termination: This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
- Enforcement and Governing Law: A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall

include, but not be limited to, the right to damages and injunctive relief under Florida law.

- 13. Safety: Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
- 14. Additional Services: Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
- 15. Insurance: Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
- 16. E-Verify: Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
- Limited Offer: This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Management Program Agreement

Customer Name: Magnolia Park CDD Property Contact: Heath Beckett

Agreement Effective Date: October 1st, 2025 - September 30th, 2026

Program Description: Semi-Annual Wetland Reporting

Premier Lakes Consultant: Alex Kurth Consultant Phone Number: 239-707-1575

This Agreement, dated **August 24th, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Magnolia Park CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

- General Conditions: Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
- Service Area: The "Service Area" is described as two wetlands consisting of approximately 4 acres. Map Attached.
- Contract Services: Premier Lakes will perform (2) Two (Apr/Oct) inspections per year
 of the Service Area and provide the following service as necessary.
 - a. Wetland Reporting: Premier Lakes will conduct Semi-Annual Wetland reporting & monitoring for Wetlands 38 & 39. Report to be submitted to the Southwest Florida Water Management District
 - Management Reporting: Service reports detailing the services rendered will be provided following each inspection.
 - Aquatic Consultation: Attendance to monthly board meetings when requested.
- 4. Contract Term & Automatic Renewal: This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.





- 5. Payment Terms: No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal Semi-Annual installments of \$800.00 commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
- 6. Forms of Payment: Premier Lakes accepts payment by check.
- 7. Contract Void Ab Initio: This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
- Force Majeure: Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
- Contact Updates: It is the customer's sole responsibility to notify Premier Lakes of any
 change in contact information, including, but not limited to, billing address, email
 addresses, and phone numbers, within thirty (30) days of any such changes.
- 10. Termination: This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
- Enforcement and Governing Law: A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
- 12. Safety: Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier

Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

- 13. Additional Services: Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
- 14. Insurance: Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
- 15. E-Verify: Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
- Limited Offer: This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

2025 Aquatic Maintenance Services Agreement (Premier Lakes) - Magnolia Park

Final Audit Report 2025-09-30

Created: 2025-09-30

By: Christian Dimaculangan (cdimaculangan@vestapropertyservices.com)

Status: Signed

Transaction ID: CBJCHBCAABAAFLv3XfhkY6kuS7F0Pa1w0F4Kkr7bA9Dg

"2025 Aquatic Maintenance Services Agreement (Premier Lakes) - Magnolia Park" History

- Document created by Christian Dimaculangan (cdimaculangan@vestapropertyservices.com) 2025-09-30 9:22:44 PM GMT
- Document emailed to Dave Turner (disneydave2002@gmail.com) for signature 2025-09-30 9:22:50 PM GMT
- Document emailed to Barry Jeskewich (bjeskewich@vestapropertyservices.com) for signature 2025-09-30 9:22:50 PM GMT
- Document emailed to Alex Kurth (alex.kurth@premierlakesfl.com) for signature 2025-09-30 9:22:50 PM GMT
- Email viewed by Barry Jeskewich (bjeskewich@vestapropertyservices.com) 2025-09-30 - 9:23:07 PM GMT
- Email viewed by Dave Turner (disneydave2002@gmail.com) 2025-09-30 9:33:17 PM GMT
- Document e-signed by Dave Turner (disneydave2002@gmail.com)
 Signature Date: 2025-09-30 9:33:41 PM GMT Time Source: server
- Email viewed by Alex Kurth (alex.kurth@premierlakesfl.com) 2025-09-30 9:38:42 PM GMT
- Document e-signed by Alex Kurth (alex.kurth@premierlakesfl.com)
 Signature Date: 2025-09-30 9:41:16 PM GMT Time Source: server
- Document e-signed by Barry Jeskewich (bjeskewich@vestapropertyservices.com)
 Signature Date: 2025-09-30 9:54:22 PM GMT Time Source: server



Agreement completed.
 2025-09-30 - 9:54:22 PM GMT



EXHIBIT 13

1 2 3	COMMU	MINUTES OF MEETING MAGNOLIA PARK UNITY DEVELOPMENT DISTRICT
4 5 6 7	Development District was held or	the Board of Supervisors of the Magnolia Park Community in September 8, 2025 at 5:30 p.m. at Hilton Garden Inn Tampa Vista Drive, Riverview, Florida 33578. The actions taken are
8	FIRST ORDER OF BUSINESS	: Roll Call
9	Mr. Jeskewich called the n	neeting to order and conducted roll call.
10	Present and constituting a quorum	were:
11 12 13	David Turner (S1) Jean Williams (S2) Robert Shannon (S4)	Board Supervisor, Chair Board Supervisor, Assistant Secretary Board Supervisor, Vice Chair
14	Also present were:	
15 16 17 18 19 20 21 22	Barry Jeskewich Tucker Mackie Frank Nolte Cristi Cochran Thomas Mootz Alex Kurth Kevin Riemensperger	District Manager, Vesta District Services District Counsel, Kutak Rock (virtually) District Engineer, Stantec Account Manager, United Land Services United Land Services Premier Lakes Steadfast Environmental
23	SECOND ORDER OF BUSINE	SS: Staff Reports 1
24	A. District Engineer F	Report – Greg Woodcock, Stantec
25 26 27 28 29 30 31 32 33	maintenance map warea by Lake Cher plat review. Mr. No with the Southwes Protection Commis installing riprap to Board suggesting t	d on behalf of Mr. Woodcock, and discussed adjustments to the with the Board and staff, particularly setback requirements for an crywood that had recently been classed as a wetland following olte noted that a potential next step could be having a discussion at Florida Water Management District and the Environmental ssion with regards to the possibility of reducing the setback and mitigate pond bank erosion. Comments were heard from the to discuss with any potentially impacted homeowners first, and onally observed that the Pond 19 area was fairly large.
34 35	THIRD ORDER OF BUSINESS	S: Audience Comments – Agenda Items (Limited to 3 Minutes per Individual)
36	A resident expressed conc	erns about uneven maintenance and CDD communications.
37 38	1	the process for obtaining permits to mow within the boundaries
39 40		rs highlighted potential negative impacts on property values poor quality of landscape and waterway maintenance.

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42 property were unclear. 43 On a MOTION by Mr. Shannon, SECONDED by Mr. Turner, WITH ALL IN FAVOR, the Board 44 approved moving forward with the process of obtaining a major modification to the permit to reduce the wetland setback, and scheduling meetings with the relevant agencies, for Magnolia Park 45 Community Development District. 46 FOURTH ORDER OF BUSINESS: **Business Matters** 47 Consideration of Supervisor Appointments for Vacant Seat 3 48 A. No candidates for the vacancy in Seat 3 were in attendance. 49 50 1. Exhibit 1: Administration of Oaths of Office 2. 51 Review of Sunshine and Public Records Laws 52 References: 53 a. Guide to Sunshine Amendment & Code of Ethics for Public Officers & Employees 54 Government in the Sunshine Manual 55 b. 56 Free Resources for Required Ethics Training c. (The Board recessed the meeting at 6:11 p.m. and reconvened at 6:21 p.m.) 57 3. Exhibit 2: Consideration of **Resolution 2025-09**. Designating Officers 58 59 The Board opted to proceed with Mr. Turner as Chair, Mr. Shannon as Vice Chair, Ms. Williams as Assistant Secretary, and Mr. Jeskewich as Secretary. 60 On a MOTION by Ms. Williams, SECONDED by Mr. Shannon, WITH ALL IN FAVOR, the 61 Board adopted Resolution 2025-09. Designating Officers, for Magnolia Park Community 62 Development District. 63 64 В. Vendor Reports 1. Exhibit 3: Review of Magnolia Park CDD Website Maintenance Request 65 Log - 7/1 - 8/2966 2. Exhibit 4: Aquatic Maintenance – *Mitchell Hartwig, Solitude Lake* 67 68 Management 69 A representative of Solitude Lake Management was not present. 70 Exhibit 5: Landscape Maintenance – Cristi Cochran, United Land 3. 71 Services Ms. Cochran introduced Mr. Mootz to the Board as United Land Services' 72 73 branch manager. 74 Exhibit 6: Consideration of United Land Services Landscape and a. Irrigation Maintenance Service Agreement Renewal (previously 75 76 presented)

Additional comments were made indicating that homeowner responsibilities for private

Regular Meeting Page 3 of 5 77 Discussion ensued between representatives from United Land 78 Services and the Board regarding potential discrepancies with the 79 maintenance map between the CDD and HOA's respective 80 understandings, and updating the agreement accordingly. This item was deferred until the September meeting when the 81 82 Business Development Director can present to the Board. 83 b. Exhibit 7: Consideration of Pre-approval Amount for United 84 Landscape 2025 Hurricane & Storm Cleanup 85 Additional proposals were walked on to the agenda by United Land 86 Services, being for a one-time cleanup of the perimeter of Pond 19, in the amount of \$3,628.13; vegetation removal along the fence line of Pond 29, 87 in the amount of \$8,157.33; and for the removal of overgrowth along the 88 89 Falkenburg fence line, in the amount of \$9,333.33. 90 All proposals from United Land Services were tabled to the next meeting. 91 4. Exhibit 8: Field Operations Report – Michael Bush, Vesta District 92 Services 93 Mr. Bush was not present to provide his report. Consideration of Field Operations Proposals 94 C. 95 Consideration of Aquatic Maintenance and Wetland Mitigation/Reporting Service 96 **Proposals** 97 1. Exhibit 9: Blue Water Aquatics 98 No representative from Blue Water Aquatics was in attendance. 2. Exhibit 10: Premier Lakes 99 Mr. Kurth presented on behalf of Premier Lakes. 100 101 3. Exhibit 11: Solitude Lake Management (Current Contracts) 102 In addition to the three proposals included in the published meeting agenda, 103 an additional proposal from Steadfast Environmental was walked on to the agenda and presented by Mr. Riemensperger. 104 105 Both Mr. Kurth and Mr. Riemensperger fielded questions from the Board regarding experience, team size, communications with the CDD, reporting 106 standards, and meeting attendance. 107

September 8, 2025

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Magnolia Park CDD

On a MOTION by Ms. Williams, SECONDED by Mr. Turner, WITH ALL IN FAVOR, the Board approved the termination of the existing contracts with Solitude Lake Management under the 30-day notice clause, for Magnolia Park Community Development District.

On a MOTION by Ms. Williams, SECONDED by Mr. Shannon, WITH ALL IN FAVOR, the Board approved for District staff to engage Premier Lakes for aquatic maintenance and wetland

mitigation and reporting services, for Magnolia Park Community Development District.

	Regular Meet	ing	Page 4 of 5
115 116			Mackie stated that vendor participation at Board the language of the agreement with Premier Lakes.
117	D.	Discussion on District's Perfor	mance Measures/Standards
118		1. Exhibit 12: Review of 1	FY 2025 Performance Measures/Standards
119 120 121	Board accepte	-	ED by Mr. Shannon, WITH ALL IN FAVOR, the Measures/Standards as completed and achieved, for trict.
122 123		2. Exhibit 13: Adoption o Annual Reporting Form	f FY 2026 Performance Measures/Standards &
124 125 126	approved the	•	O by Mr. Turner, WITH ALL IN FAVOR, the Board/Standards & Annual Reporting Form, for Magnolia
127	FIFTH ORD	ER OF BUSINESS:	Staff Reports 2
128	A.	District Counsel – Tucker Mac	kie, Kutak Rock
129 130 131		<u>-</u>	ort. Ms. Mackie responded to a Board inquiry about requirement would now be included as a checkbox innual Form 1 filing.
132	В.	District Manager – Barry Jesko	ewich, Vesta District Services
133	SIXTH ORD	ER OF BUSINESS:	Consent Agenda
134 135	A.	Exhibit 14: Consideration and Supervisors Regular Meeting I	Approval of the Minutes of the Board of Held August 11, 2025
136 137	В.	Exhibit 13: Consideration and Report	Acceptance of the July 2025 Unaudited Financial
138 139 140		nsent Agenda – items A &	D by Mr. Turner, WITH ALL IN FAVOR, the Board B as presented, for Magnolia Park Community
141 142	SEVENTH (ORDER OF BUSINESS:	Supervisor Requests (Includes Next Meeting Agenda Item Requests)
143	There	being none, the next item follow	ved.
144 145	EIGHTH OF	RDER OF BUSINESS:	Audience Comments – New Business (Limited to 3 minutes per individual for non-agenda items)
146 147 148 149 150 151	mainte chang availa wish t additie	enance map and what the next es would affect homeowners in ble on the CDD website, as well o submit a public records reques onally noted that there was an on	fication on what caused the wetlands change on the steps were with regards to determining how any the proximity. Mr. Jeskewich noted the resources as his own phone number and email should anyone t for information that could not be found. The Board dine form to submit maintenance requests to District for review on every meeting agenda. Ms. Mackie

September 8, 2025

Magnolia Park CDD

additionally noted that she expected for the District Engineer to report back at the next 153 meeting on the procedure for requesting a major modification, to adjust the wetland setback 154 to allow for property owners within that boundary to resume performing various 155 156 maintenance activities. An audience member asked whether Pond 19 was included in the maintenance duties being 157 158 taken on by the new aquatics vendor. Some additional comments suggested that it was not part of the scope of the RFP, and discussion ensued regarding the classification between 159 pond, lake, and wetlands. Mr. Jeskewich commented that it might not be included in the 160 list of ponds but may be covered under the wetland mitigation and maintenance 161 agreements, and that he would seek clarification. 162 Additional comments were heard regarding hazards related to potentially exposed wiring 163 on the sprinkler system, as well as a crack across two sidewalk slabs on the north end of 164 Magnolia Park. 165 **NINTH ORDER OF BUSINESS: Next Meeting Quorum Check** 166 167 The next Magnolia Park Community Development District meeting is scheduled for 5:30 p.m. on October 13, 2025 at Hilton Garden Inn Tampa Riverview Brandon, 4328 Garden Vista Drive, 168 169 Riverview, Florida 33578. Mr. Turner, Ms. Williams, and Mr. Shannon affirmed their intent to attend in person. 170 171 **TENTH ORDER OF BUSINESS: Action Items Summary** 172 **ELEVENTH ORDER OF BUSINESS:** Adjournment On a MOTION by Ms. Williams, SECONDED by Mr. Shannon, WITH ALL IN FAVOR, the 173 Board adjourned the meeting at 7:48 p.m., for Magnolia Park Community Development District. 174 *Each person who decides to appeal any decision made by the Board with respect to any matter 175 considered at the meeting is advised that person may need to ensure that a verbatim record of the 176 proceedings is made, including the testimony and evidence upon which such appeal is to be based. 177 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly 178 noticed meeting held on October 13, 2025. 179 180 □ Barry Jeskewich, Secretary □ David Turner, Chair 181

EXHIBIT 14

Magnolia Park Community Development District

Financial Statements
(Unaudited)

Period Ending August 31, 2025



Magnolia Park CDD Balance Sheet August 31, 2025

	General Fund	2020 Debt Service Fund	Total
1 Assets:			
2 Operating Account	\$ 1,515,224	\$ -	\$ 1,515,224
3 Trust Accounts:			
4 Reserve Fund	-	7,500	7,500
5 Prepayment Fund	-	-	-
6 Revenue Fund	-	48,357	48,357
7 Sinking Fund	-	-	-
8 Interest Fund 9 Accounts Receivable	-	-	-
	-	-	-
10 On Roll Assessments Receivable 11 Undeposited funds	_	-	-
12 Due From Other	_	_	_
13 Prepaid Items	346	_	346
14 Deposits	460	_	460
15 Total Assets	\$ 1,516,030	\$ 55,857	\$ 1,571,887
16 Liabilities:			
17 Accounts Payable	\$ -	\$ -	-
18 Due to Other	-	-	-
19 Deferred Revenue			
20 Total Liabilities	-	-	
21 Fund Balance:			
22 Non-Spendable:			
23 Prepaid & Deposits	806	-	806
24 Assigned:			
25 Capital Reserves	560,785	-	560,785
26 Operating Capital	245,020	-	245,020
27 Unassigned	709,419	55,857	765,276
28 Total Fund Balance	1,516,030	55,857	1,571,887
29 Total Liabilities & Fund Balance	\$ 1,516,030	\$ 55,857	\$ 1,571,887

Magnolia Park General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period from October 1, 2023 to August 31, 2025

		 Adopted Budget	rrent Ionth	,	Year to Date	V	ariance +/(-)	% of Budget
1	Revenues:	 						
2	Assessments On-Roll	\$ 596,569	\$ _	\$	598,183	\$	1,613	100.27%
3	Interest	-	-		-		-	0.00%
4	Miscellaneous	3,200	-		-		(3,200)	0.00%
5	Total Revenues	\$ 599,769	\$ -	\$	598,183	\$	(1,587)	99.74%
6	Expenditures:							
7	Administrative							
8	Board of Supervisors	12,000	600		8,400		(3,600)	70.00%
9	Payroll Taxes	918	46		643		(275)	70.00%
10	Payroll Services	650	50		500		(150)	76.92%
11	Management Consulting Services	36,745	3,062		33,683		(3,062)	91.67%
12	General Administrative	4,326	361		3,966		(361)	91.67%
13	Miscellaneous & Contingency	2,293	-		-		(2,293)	0.00%
14	Assessment Administration	6,736	561		6,175		(561)	91.67%
15	Auditing	3,500	270		3,420		(80)	97.73%
16	Insurance - Liability, Property & Casuality	13,000	-		11,365		(1,635)	87.42%
17	Regulatory & Permit Fees	175	-		180		5	102.65%
18	Legal advertisments	1,000	-		693		(307)	69.35%
19	Engineering Services	6,500	7,773		20,527		14,027	315.80%
20	Legal Services	19,000	1,262		8,148		(10,852)	42.88%
21	Postage & Freight (Mass Mailing)	1,500	-		28		(1,472)	1.86%
22	Website	2,075	90		2,491		416	120.07%
23	Meeting Room	1,500	 -		2,208		708	147.20%
24	Total Administrative	111,918	 14,075		102,427		(9,491)	91.52%
25	Debt Service Administration							
26	Trustee Fees	4,149	-		4,148		(1)	99.99%
27	Arbitrage	650	-		-		(650)	0.00%
28	Trust Fund Accounting	3,245	-		2,704		(541)	83.33%
29	Total Debt Service Administration	 8,044	 		6,853		(1,191)	85.19%
30	Field Operations							
31	Electricity General	3,000	139		1,615		(1,385)	53.84%
32	Water	180	-		-		(180)	0.00%
33	Streetlights	19,022	1,927		21,137		2,115	111.12%
34	Pond Mitigation, Monitoring & Maintenance	1,600	-		-		(1,600)	0.00%
35	Pond & Lake Maintenance	30,000	-		36,633		6,633	122.11%
36	Pond & Lake Maintenance - Special Services	30,000	-		-		(30,000)	0.00%
37	Irrigation Maintenance	5,000	-		12,378		7,378	2.48
38	Landscape Maintenance	200,000	-		159,293		(40,707)	79.65%
39	Landscape Replenishment	10,000	-		45,151		35,151	451.51%
40	Landscape Extra Projects	12,500	-		1,811		(10,689)	14.49%
41	Tree Trimming	1,715	-		1,395		(321)	81.31%

Field Contingency Renewal & Replacement Reserve Total Field Operations	12,000 154,790 479,807	31,350 - - 33,416	49,184 	37,184 (154,790) (151,210)	409.86% 0.00% 68.49%
45 Total Expenditures	\$ 599,769	\$ 47,491	\$ 437,876	\$ (161,893)	73.01%
46 Excess of Revenues Over (Under) Expenditures		\$ (47,491)	\$ 160,306		
47 Other Financing Sources (Uses) 48 Transfer In			-		
49 Transfer Out 50 Total Other Financing Sources (Uses)			\$ -		
51 Fund Balance - Beginning			1,355,723		
52 Fund Balance - Ending			\$ 1,516,030		

Magnolia Park

Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period from October 1, 2023 to August 31, 2025

	Adopted Budget	Year to Date	Variance +/(-)	
1 Revenues:				
2 Special Assessments (Net)	\$ 103,720	\$ 104,001	\$ 281	
3 Interest		1,799	1,799	
4 Total Revenues	\$ 103,720	\$ 105,799	\$ 2,079	
5 Expenditures:				
6 Debt Service Requirement				
7 May 1, 2025				
8 Interest	22,413	22,413	(1)	
9 Principal	57,000	57,000	-	
10 November 1, 2025				
11 Interest	21,700	22,413	713	
12 Total Expenditures	\$ 101,113	\$ 101,825	\$ 712	
13 Excess of Revenues Over (Under) Expenditures	\$ 2,607	\$ 3,974		
14 Other Financing Sources (Uses)				
15 Transfer In		-		
16 Transfer Out				
17 Total Other Financing Sources (Uses)		\$ -		
18 Fund Balance - Beginning		51,883		
19 Fund Balance - Ending		\$ 55,857		

Magnolia Park CDD Check Register FY2025

March Marc	Date	Num	Name	Memo	Receipts	Disbursements	Balance
Month Mont		Num			Receipte	Diobarocinicito	
Magneting Magn		01ACH100124		Faulkenburg/Progress 08 02 24 to 09 03 24		063.88	
Mod Mod							
10022000 1002200				· ·			
1907/1904 1907/2005 1907							
1002/2004 100225							
10022003 10022004 10022005 1002005 1				,			
10022000 1775							
10/28/2006 10/24/10/28/24 TECO							
10/23/2005 10/25/2005 10/				·			
	10/28/2024						1,332,035.96
1002592001 1002250	10/29/2024	01ACH102924		· ·		997.24	1,331,038.72
10028/2006 10028	10/29/2024	02ACH102924	TECO	Faulkenburg/Progress 09.04.24-10.02.24		963.88	1,330,074.84
1903/2002	10/29/2024	100227	Kutak Rock LLP	Invoice: 3467782 (Reference: Legal Service 9.24.)		736.00	1,329,338.84
1931/2022 1903/2023 1903	10/29/2024	100228	Stantec Consulting Services, Inc	Invoice: 2297362 (Reference: General Consulting.)		355.00	1,328,983.84
11/8/2024 11/8	10/31/2024			Deposit	5,752.04		1,334,735.88
1116/2012 100223	10/31/2024				5,752.04	41,336.71	1,334,735.88
11860024	11/5/2024	01ACH110524	Google Services	Monthly services	•	43.20	1,334,692.68
11/8/2002 10/2002 10/2004 10/2002 10/2004 10	11/6/2024		G	Deposit	2.713.42		1.337.406.10
11/12/2002		100229	Solitude Lake Management	Invoice: PSI114659 (Reference: Lake Maintenance 10.24.)	_,	3.068.00	
11/11/22/20/24 17/79 Adeimarie Bones BOS MTG 48/74 Deposit B.161.68 B.161.			S .	,		·	
11/15/2002				,			
1/12/2002 12/22/ACH		1770	Addition Bolled		9 161 69	104.70	
11/22/2012 11/2012 11/2				·			
11/22/2002 11/22/24/CH 12/24/CH 16/24/CH 16/2		1122244041	Adalmaria Panas	•	0,466.03	104.70	
11/22/202 11/22/24/CHS							
11/22/2002 11/22/24/CH5 Robert Sharmon SOS MTG 111/2/24 11/22/24/CH5 Robert Sharmon SOS MTG 111/2/24 11/25/0212 11/25							,,
11/22/2024 11/							
11/25/2012							
1/12/5/12/5/24 100.23							
11/25/2024							
11/30/2024 TECO				, , ,		·	
1/20/20/20/24 17/20/20/24 TECO 6510 Falkenburg Rd 10.02 24 - 10.31 24 1.325, 609.75 1.20/30/20/24 1.20/30/24		100232	Stantec Consulting Services, Inc	Invoice: 2308914 (Reference: General Consulting October 2024.)			
12/03/2024 14/CH120324 TECO					17,363.15		
12/03/2024 TECO							
12/03/2024							
12/05/2024 01ACH120524 Google Services Monthly services Deposit		02ACH120324	TECO	· ·		963.88	
12/08/2024 1781				Deposit	11,914.02		1,335,562.65
12/11/2024 1781 US BANK Trustee Fees - FY 11/01/24-10/31/25 4,148.38 1,770,305.10 12/12/2024 100233 VESTA DISTRICT SERVICES Invoice: 423472 (Reference: Monthly DM Fees - Dec 2024.) Invoice: 423565 (Reference: Billable 4,479.00 1,765,826.10 12/12/2024 100233 Susiness Observer Invoice: 423478 (Reference: Lake Watch 11/24.) Invoice: PSI129012 (Reference: Wetland Mana 59.00 1,765,787.04 12/12/2024 100235 Solitude Lake Management Invoice: 2322737 (Reference: Lake Watch 11/24.) Invoice: PSI129012 (Reference: Wetland Mana 2,774.56 1,753,430.04 12/12/2024 100236 Stantec Consulting Services, Inc Invoice: 2322737 (Reference: General Counsel thru 11/30/24.) 2,774.56 2,774.56 1,754,568.48 12/13/2024 100238 United Land Services Invoice: 117059 (Reference: Hurricane Clean up oct 24 Remove 85 trees.) 22,150.00 1,709,839.89 12/13/2024 12/13/2024 12/13/24ACH1 DAVID TURNER BOS MTG 12/09/24 184.70 1,709,482.79 12/13/2024 12/13/2024 12/13/24ACH2 Engage Peo BOS MTG 12/09/24 184.70 1,709,298.09 12/13/2	12/05/2024	01ACH120524	Google Services	Monthly services		43.20	1,335,519.45
12/12/2024 100233 VESTA DISTRICT SERVICES Invoice: 423472 (Reference: Monthly DM Fees - Dec 2024.) Invoice: 423565 (Reference: Billable 4,479.00 1,765,826.10 12/12/2024 100234 Business Observer Invoice: 24-03478H (Reference: Legal Advertising.) 59.06 1,765,367.04 12/12/2024 100235 Solitude Lake Management Invoice: PS1122939 (Reference: Legal Advertising.) 2,774.56 1,754,568.48 12/12/2024 100236 Stantec Consulting Services, Inc Invoice: 2322737 (Reference: General Counsel thru 11/30/24.) 2,774.56 1,754,568.48 12/12/2024 100237 United Land Services Invoice: 116726 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,731,989.89 12/13/2024 100238 United Land Services Invoice: 116726 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,731,989.89 12/13/2024 12/13/2024 12/13/24ACH1 DAVID TURNER BOS MTG 12/09/24 184.70 1,709,655.19 12/13/2024 12/13/24ACH2 Engage Peo BOS MTG 12/09/24 184.70 1,709,133.39 12/13/2024 12/13/2024	12/06/2024			Deposit	438,934.03		1,774,453.48
12/12/2024 100234 Business Observer Invoice: 24-03478H (Reference: Legal Advertising.) 59.06 1,765,767.04 12/12/2024 100235 Solitude Lake Management Invoice: PS1122339 (Reference: Lake Watch 11/24.) Invoice: PS1129012 (Reference: Wetland Mana 8,424.00 1,757,343.04 12/12/2024 100236 Stantec Consulting Services, Inc Invoice: 2322737 (Reference: General Counsel thru 11/30/24.) 2,774.56 1,754,568.48 12/13/2024 100237 United Land Services Invoice: 116724 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,754,568.48 12/13/2024 100238 United Land Services Invoice: 116724 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,751,958.68 12/13/2024 12/13/2024 12/13/24ACH1 DAVID TURNER BOS MTG 12/09/24 184.70 1,709,482.79 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024 19 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,492.79 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024	12/11/2024	1781	US BANK	Trustee Fees - FY 11/01/24-10/31/25		4,148.38	1,770,305.10
12/12/2024 100235 Solitude Lake Management Invoice: PSI122339 (Reference: Lake Watch 11/24.) Invoice: PSI129012 (Reference: Wetland Mana 8,424.00 1,757,343.04 12/12/2024 100236 Stantec Consulting Services, Inc Invoice: 232273 (Reference: General Counsel thru 11/30/24.) 2,774.56 1,754,568.48 12/12/2024 100237 United Land Services Invoice: 116724 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,731,989.89 12/13/2024 100238 United Land Services Invoice: 116726 (Reference: Hurricane Clean up oct 24 Remove 85 trees.) 22,150.00 1,709,853.89 12/13/2024 121324ACH1 DAVID TURNER BOS MTG 12/09/24 80S MTG 12/09/24 184.70 1,709,482.79 12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 184.70 1,709,288.09 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,288.09 12/17/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,288.09 12/13/2024 100239 United Land Services Invoice: 15781 (Reference: Grind 63 Tree Stumps & Hau	12/12/2024	100233	VESTA DISTRICT SERVICES	Invoice: 423472 (Reference: Monthly DM Fees - Dec 2024.) Invoice: 423565 (Reference: Billable		4,479.00	1,765,826.10
12/12/2024 100236 Stantec Consulting Services, Inc Invoice: 2322737 (Reference: General Counsel thru 11/30/24.) 2,774.56 1,754,568.48 12/12/2024 100237 United Land Services Invoice: 116724 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,734,989.89 12/13/2024 100238 United Land Services Invoice: 117059 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,734,989.89 12/13/2024 100238 United Land Services Invoice: 117059 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,734,989.89 12/13/2024 10234CH1 DAVID TURNER BOS MTG 12/09/24 1170,90,839.89 12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 170,90,482.79 12/13/2024 121324ACH3 Jaan Williams BOS MTG 12/09/24 184.70 1,709,183.89 12/13/2024 121324ACH4 Robert S. Annon BOS MTG 12/09/24 184.70 1,709,193.89 12/13/2024 120324ACH4 Robert S. Annon BOS MTG 12/09/24 184.70 1,709,193.89 12/13	12/12/2024	100234	Business Observer	Invoice: 24-03478H (Reference: Legal Advertising.)		59.06	1,765,767.04
12/12/2024 100237 United Land Services Invoice: 116724 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm 22,578.59 1,731,988.89 12/13/2024 100238 United Land Services Invoice: 117059 (Reference: Hurricane Clean up oct 24 Remove 85 trees.) 22,150.00 1,709,839.89 12/13/2024 121324ACH1 DAVID TURNER BOS MTG 12/09/24 184.70 1,709,685.19 12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 184.70 1,709,482.79 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 11,428.57 1,749,859.36 12/31/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 10,24.00 1,748,838.12 12/31/2024 02ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.0	12/12/2024	100235	Solitude Lake Management	Invoice: PSI122339 (Reference: Lake Watch 11/24.) Invoice: PSI129012 (Reference: Wetland Mana		8,424.00	1,757,343.04
12/13/2024 100238 United Land Services Invoice: 117059 (Reference: Hurricane Clean up oct 24 Remove 85 trees.) 22,150.00 1,709,839.89 12/13/2024 121324ACH1 DAVID TURNER BOS MTG 12/09/24 184.70 1,709,655.19 12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 17.09,482.79 17.09,482.79 12/13/2024 121324ACH3 Jean Williams BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 10239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 52,359.24 1,749,859.36 12/30/2024 100249 United Land Services Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,749,859.36 12/31/2024 01ACH123124 TECO Magnolia Park Blwd PH F 11.02.24 - 12.03.24 997.24 1,747,838.12 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 1,747,433.40	12/12/2024	100236	Stantec Consulting Services, Inc	Invoice: 2322737 (Reference: General Counsel thru 11/30/24.)		2,774.56	1,754,568.48
12/13/2024 100238 United Land Services Invoice: 117059 (Reference: Hurricane Clean up oct 24 Remove 85 trees.) 22,150.00 1,709,839.89 12/13/2024 121324ACH1 DAVID TURNER BOS MTG 12/09/24 184.70 1,709,655.19 12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 17.09,482.79 17.09,482.79 12/13/2024 121324ACH3 Jean Williams BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 10239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 52,359.24 1,749,859.36 12/30/2024 100249 United Land Services Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,749,859.36 12/31/2024 01ACH123124 TECO Magnolia Park Blwd PH F 11.02.24 - 12.03.24 997.24 1,747,838.12 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 1,747,433.40	12/12/2024	100237	United Land Services	Invoice: 116724 (Reference: Elevate Tree.) Invoice: 116726 (Reference: Flush Cut 2 Sabal Palm		22.578.59	1.731.989.89
12/13/2024 121324ACH1 DAVID TURNER BOS MTG 12/09/24 1,709,655.19 12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 172.40 1,709,482.79 12/13/2024 121324ACH3 Jean Williams BOS MTG 12/09/24 184.70 1,709,298.09 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,298.09 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,298.09 12/17/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 1,724,385.36 1,749,859.36 12/31/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,747,838.12 12/31/2024 01ACH123124 TECO Magnolia Park Blwd PH F 11.02.24 - 12.03.24 997.24 1,747,433.40 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 1,747,433.40			United Land Services				
12/13/2024 121324ACH2 Engage Peo BOS MTG 12/09/24 1,709,482.79 12/13/2024 121324ACH3 Jean Williams BOS MTG 12/09/24 1,709,298.09 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,709,298.09 12/17/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 11,428.57 1,749,893.36 12/31/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,024.00 1,024.00 1,748,835.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 1,747,433.40							
12/13/2024 121324ACH3 Jean Williams BOS MTG 12/09/24 1,709,298.09 12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 184.70 1,708,928.69 12/17/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 11,428.57 1,749,859.36 12/33/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,024.00 1,748,835.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 404.72 1,747,433.40							
12/13/2024 79 Matthew J. Zurcher BOS MTG 12/09/24 184.70 1,709,113.39 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024 184.70 1,708,928.69 12/17/2024 100239 United Land Services 1nvoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 11,428.57 1,748,859.36 12/30/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,024.00 1,748,835.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 1,747,838.12 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 404.72 1,747,433.40							
12/13/2024 121324ACH4 Robert Shannon BOS MTG 12/09/24 1,708,928.69 12/17/2024 12/17/2024 52,359.24 1,761,287.93 12/23/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 1,748,359.36 12/30/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,748,385.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24							
12/17/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 11,428.57 1,749,859.36 12/30/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,024.00 1,748,835.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 1,747,433.40 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 404.72 404.72 1,747,433.40							, ,
12/23/2024 100239 United Land Services Invoice: 125781 (Reference: Grind 63 Tree Stumps & Haul Away Shavings 12.16.24.) 11,428.57 1,749,859.36 12/30/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,024.00 1,748,835.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 404.72 404.72 1,747,433.40		12 1324/10114	Nobelt Graffiller		E2 350 04	104.70	
12/30/2024 100240 Kutak Rock LLP Invoice: 3501397 (Reference: Legal Service October & November 2024.) 1,024.00 1,748,835.36 12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 1,747,838.12 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 404.72 1,747,433.40		100220	United Land Convince	•	52,359.24	44 400 57	
12/31/2024 01ACH123124 TECO Magnolia Park Blvd PH F 11.02.24 - 12.03.24 997.24 1,747,838.12 12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 404.72 1,747,433.40							
12/31/2024 02ACH123124 TECO 6510 Falkenburg Rd 11.01.24 - 12.02.24 404.72 1,747,433.40				,			
· · · · · · · · · · · · · · · · · · ·				· ·			
12/31/2U24 U3ACH123124 IECO Faulkenburg/Progress 11.02.24 - 12.03.24 963.88 1,746,469.52				· · · · · · · · · · · · · · · · · · ·			
	12/31/2024	U3ACH123124	TECO	Faulkenburg/Progress 11.02.24 - 12.03.24		963.88	1,746,469.52

12/31/2024				503,207.29 #	82,385.62	1,746,469.
01/03/2025	1783	American Power Washing	Yellow Curb Striping	•	4,200.00	1,742,269.
01/03/2025	100241	United Land Services	Invoice: 124841 (Reference: Landscape Maintenance Dec 2024.)		15.790.00	1.726.479.
01/06/2025	ACH010625	Google Services	Monthly services		43.20	1,726,436.
01/07/2025	7.01.10.10020	200g.0 20. 1.000	Deposit	151,614.08	10.20	1,878,050.
01/08/2025	100242	VESTA DISTRICT SERVICES	Invoice: 424084 (Reference: Monthly DM Fees - Jan 2025.)	101,014.00	4,296.00	1,873,754
01/08/2025	100242	Business Observer	Invoice: 25-00014H (Reference: Legal Advertising.)		56.88	1,873,697
	100243	United Land Services	Invoice: 127268 (Reference: December 2024 Irrigation Repairs.)		477.85	1,873,219
01/08/2025						
01/14/2025	100245	Stantec Consulting Services, Inc	Invoice: 2335680 (Reference: 2025 FY General Consulting - Dec 2024.)		1,200.25	1,872,019
01/15/2025	100246	VESTA DISTRICT SERVICES	Invoice: 424191 (Reference: Billable Expenses - Dec 2024.)		183.00	1,871,836
01/17/2025	100247	Big Dog Fence Inc.	Invoice: 241209-B-DI (Reference: Fencing Install - Deposit.)		10,696.00	1,861,140
01/28/2025	100248	United Land Services	Invoice: 130051 (Reference: Removal of Excess Overgrowth.) Invoice: 130056 (Reference: Remove		3,567.11	1,857,573
01/31/2025		TECO	Magnolia Park Blvd PH F 12.03.24 - 01.02.25		964.72	1,856,608
01/31/2025	02ACH013125	TECO	Faulkenburg/Progress 12.03.24 - 01.02.24		892.74	1,855,715
01/31/2025	03ACH013125	TECO	6510 Falkenburg Rd 12.03.24 - 01.02.25		22.48	1,855,693
01/31/2025	100249	Business Observer	Invoice: 25-00291H (Reference: Legal Advertising.)		56.88	1,855,636
01/31/2025	100250	Kutak Rock LLP	Invoice: 3514424 (Reference: General Counsel Dec 24.)		736.00	1,854,900
01/31/2025			Deposit	865.62		1,855,766
01/31/2025			Берозії	152,479.70	43,183.11	1,855,766
02/04/2025	100251	United Land Services	Invoice: 129025 (Reference: Landscape Maintenance January 2025.)	102,410.10	15,790.00	1,839,976
02/04/2025	100251	Solitude Lake Management	Invoice: PSI135470 (Reference: Lake Maintenance January 2025.)		3,068.00	1.836.908
	01ACH020525	· ·	, ,			, ,
02/05/2025	01ACH020525	Google Services	Monthly services	0.000.40	43.20	1,836,864
02/07/2025			Deposit	9,688.10		1,846,553
02/10/2025	100253	VESTA DISTRICT SERVICES	Invoice: 424718 (Reference: Monthly DM Fees - Feb 2025.)		4,296.00	1,842,257
02/10/2025		Stantec Consulting Services, Inc	Invoice: 2350290 (Reference: 2025 FY General Consulting - Jan 2025.)		609.00	1,841,648
02/14/2025		Adelmarie Bones	BOS MTG 1/13/25		184.70	1,841,46
02/14/2025	021425PR2	DAVID TURNER	BOS MTG 1/13/25		184.70	1,841,278
02/14/2025	021425PR3	Engage Peo	BOS MTG 1/13/25		203.00	1,841,07
02/14/2025	021425PR4	Jean Williams	BOS MTG 1/13/25		184.70	1,840,890
02/14/2025		Matthew J. Zurcher	BOS MTG 1/13/25		184.70	1,840,70
02/14/2025		Robert Shannon	BOS MTG 1/13/25		184.70	1,840,52
02/14/2025		Adelmarie Bones	BOS MTG 2/10/25		184.70	1,840,336
02/14/2025		DAVID TURNER	BOS MTG 2/10/25		184.70	1,840,152
					203.00	
02/14/2025		Engage Peo	BOS MTG 2/10/25			1,839,949
02/14/2025		Jean Williams	BOS MTG 2/10/25		184.70	1,839,764
02/14/2025		Matthew J. Zurcher	BOS MTG 2/10/25		184.70	1,839,579
02/14/2025		Robert Shannon	BOS MTG 2/10/25		184.70	1,839,39
02/19/2025	100255	VESTA DISTRICT SERVICES	Invoice: 424850 (Reference: Billable Expenses - Jan 2025.)		565.02	1,838,829
02/28/2025	01ACH022825	TECO	6510 Falkenburg Rd 01.03.25 - 01.31.25		124.29	1,838,705
02/28/2025				9,688.10	26,748.51	1,838,705
03/03/2025	100256	United Land Services	Invoice: 134409 (Reference: Landscape Maintenance Feb 2025.)		15,790.00	1,822,915
03/03/2025	100257	Business Observer	Invoice: 25-00553H (Reference: Legal Advertising.)		56.88	1,822,85
03/03/2025	100258	Solitude Lake Management	Invoice: PSI141468 (Reference: Lake Maintenance - Feb 2025.)		3,068.00	1,819,79
03/03/2025	100259	VESTA DISTRICT SERVICES	Invoice: 424945 (Reference: Management Fees Mar 25.)		4,296.00	1,815,49
03/03/2025	01ACH030325	TECO	Magnolia Park Blvd PH F 01.04.25 - 02.03.25		964.72	1,814,53
03/03/2025		TECO	Faulkenburg/Progress 01.04.25 - 02.03.25		928.14	1,813,60
03/05/2025		Google Services	Monthly services		43.20	1,813,55
03/03/2025	100260	United Land Services	Invoice: 137177 (Reference: cut back overgrowth at pond.) Invoice: 137182 (Reference: clear a		9,398.58	1,804,16
			• • • • • • • • • • • • • • • • • • • •			
03/07/2025	100261	Kutak Rock LLP	Invoice: 3535108 (Reference: general counsel jan25.)	0.004.00	1,276.50	1,802,88
03/10/2025			Deposit	3,084.98		1,805,96
03/11/2025	100262	Big Dog Fence Inc.	Invoice: 133936 (Reference: Fence repair/Replace- Balance.)		2,154.00	1,803,81
03/11/2025	100263	Stantec Consulting Services, Inc	Invoice: 2364237 (Reference: General Consulting 2025FY.)		3,738.54	1,800,07
02/12/2025	100264	VESTA DISTRICT SERVICES	Invoice: 425360 (Reference: Billable Expenses - Feb 2025.)		394.89	1,799,68
03/13/2025	100265	Romaner Graphics	Invoice: 22589 (Reference: Private Property signs installed on u-channel posts.)		510.00	1,799,17
03/13/2025	032125BOS1	Adelmarie Bones	BOS MTG 3/10/25		184.70	1,798,98
		DAVID TURNER	BOS MTG 3/10/25		184.70	1,798,80
03/13/2025 03/21/2025	032125BOS2	-	BOS MTG 3/10/25		172.40	1,798,62
03/13/2025 03/21/2025 03/21/2025		Engage Peo				
03/13/2025 03/21/2025 03/21/2025 03/21/2025	032125BOS3	Engage Peo			184 70	1 700 44
03/13/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025	032125BOS3 032125BOS4	Jean Williams	BOS MTG 3/10/25		184.70	
03/13/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025	032125BOS3 032125BOS4 82	Jean Williams Matthew J. Zurcher	BOS MTG 3/10/25 BOS MTG 3/10/25		184.70	1,798,26
03/13/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025 03/24/2025	032125BOS3 032125BOS4 82 100266	Jean Williams Matthew J. Zurcher DIBARTOLOMEO, McBEE, HARTLEY	BOS MTG 3/10/25 BOS MTG 3/10/25 , & BA Invoice: 90108431 (Reference: Audit Services thru September 2024.)		184.70 3,150.00	1,798,26 1,795,11
03/13/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025 03/21/2025	032125BOS3 032125BOS4 82 100266 1784	Jean Williams Matthew J. Zurcher	BOS MTG 3/10/25 BOS MTG 3/10/25		184.70	1,798,444 1,798,260 1,795,110 1,693,260 1,693,190

03/28/2025	01ACH032825	TECO	6510 Falkenburg Rd 02.01.25- 03.03.25		141.57	1,693,054.26
03/31/2025				3,084.98	148,736.42	1,693,054.26
04/01/2025	100268	United Land Services	Invoice: 138393 (Reference: Landscape maintenance march25.)	,	15,790.00	1,677,264.26
04/01/2025	100269	Solitude Lake Management	Invoice: PSI147565 (Reference: annual Maintenance.) Invoice: PSI147582 (Reference: annual Mai		4,108.00	1,673,156.26
04/01/2025	100270	VESTA DISTRICT SERVICES	Invoice: 425421 (Reference: Monthly Management Apr25.)		4,296.00	1,668,860.26
04/01/2025	01ACH040125	TECO	Faulkenburg/Progress 02.04.25- 03.04.25		937.69	1,667,922.57
04/01/2025	02ACH040125	TECO	Magnolia Park Blvd PH F 02.04.25- 03.04.25		973.01	1,666,949.56
04/07/2025	100271	Stantec Consulting Services, Inc	Invoice: 2377743 (Reference: Engineering service.)		1,604.00	1,665,345.56
04/07/2025			Deposit	10,649.13		1,675,994.69
04/07/2025	01ACH040725	Google Services	Monthly services		43.20	1,675,951.49
04/09/2025	100272	Kutak Rock LLP	Invoice: 3550745 (Reference: Professional legal services rendered.)		715.50	1,675,235.99
04/14/2025	100273	VESTA DISTRICT SERVICES	Invoice: 425910 (Reference: meeting at Hilton garden inn.)		369.02	1,674,866.97
04/25/2025 04/25/2025	042525BOS1 042525BOS2	DAVID TURNER	BOS MTG 4/14/25 BOS MTG 4/14/25		184.70 172.40	1,674,682.27 1,674,509.87
04/25/2025		Engage Peo Jean Williams	BOS MTG 4/14/25		184.70	1,674,309.67
04/25/2025	83	Matthew J. Zurcher	BOS MTG 4/14/25		184.70	1,674,140.47
04/25/2025	042525BOS4	Robert Shannon	BOS MTG 4/14/25		184.70	1,673,955.77
04/25/2025	0420205004	Robert Gharmon	Deposit	204.70	104.70	1,674,160.47
04/29/2025	01ACH042925	TECO	6510 Falkenburg Rd 03.04.25- 04.01.25	20 0	151.97	1,674,008.50
04/30/2025	01ACH043025	TECO	Magnolia Park Blvd PH F 03.05.25- 04.02.25		969.53	1,673,038.97
04/30/2025	02ACH043025	TECO	Faulkenburg/Progress 03.05.25- 04.02.25		937.69	1,672,101.28
04/30/2025				10,853.83	31,806.81	1,672,101.28
05/05/2025	100274	Solitude Lake Management	Invoice: PSI154386 (Reference: annual Maintenance Apr25.)		3,068.00	1,669,033.28
05/05/2025	100275	United Land Services	Invoice: 144402 (Reference: Landscape maintenance Apr25.)		15,790.00	1,653,243.28
05/05/2025	100276	VESTA DISTRICT SERVICES	Invoice: 425997 (Reference: Monthly contracted management fees May25.)		4,296.00	1,648,947.28
05/05/2025	01ACH050525	Google Services	Monthly services		43.20	1,648,904.08
05/06/2025	100277	Business Observer	Invoice: 25-01228H (Reference: Notice of Board of Supervisors meeting.)		70.00	1,648,834.08
05/06/2025	100278	Kutak Rock LLP	Invoice: 3555790 (Reference: Professional legal services rendered.)		801.00	1,648,033.08
05/07/2025			Deposit	1,202.39		1,649,235.47
05/15/2025	100279	VESTA DISTRICT SERVICES	Invoice: 426664 (Reference: Billable Expenses - Apr 2025.)		382.82	1,648,852.65
05/22/2025	100280	Stantec Consulting Services, Inc	Invoice: 2397458 (Reference: 2025 FY General Consulting.)		220.00	1,648,632.65
05/23/2025		Adelmarie Bones	BOS MTG 5/12/25		184.70	1,648,447.95
05/23/2025		DAVID TURNER	BOS MTG 5/12/25		184.70	1,648,263.25
05/23/2025		Engage Peo	BOS MTG 5/12/25		203.00	1,648,060.25
05/23/2025	052325BOS4	Jean Williams	BOS MTG 5/12/25		184.70	1,647,875.55
05/23/2025	84 05335BQS5	Matthew J. Zurcher Robert Shannon	BOS MTG 5/12/25 BOS MTG 5/12/25		184.70 184.70	1,647,690.85
05/23/2025 05/27/2025	052325BOS5 100281	United Land Services	Invoice: 151695 (Reference: Labor to Flush Cut 2 Leaning Trees and Dump Fee.)		1,394.50	1,647,506.15 1,646,111.65
05/29/2025		TECO	6510 Falkenburg Rd 04.02.25- 05.01.25		151.34	1,645,960.31
05/30/2025		TECO	Faulkenburg/Progress 04.03.25- 05.02.25		937.69	1,645,022.62
05/30/2025	02ACH053025	TECO	Magnolia Park Blvd PH F 04.03.25- 05.02.25		967.01	1,644,055.61
05/30/2025	02/10/1000020		magnotal and start to notice of our	1,202.39	29,248.06	1,644,055.61
06/04/2025	100282	Business Observer	Invoice: 25-01526H (Reference: Notice of Board of Supervisors Meeting.)	,	70.00	1,643,985.61
06/04/2025	100283	Solitude Lake Management	Invoice: PSI162212 (Reference: annual Maintenance May25.) Invoice: PSI177878 (Reference: annu		4,149.60	1,639,836.01
06/04/2025	100284	United Land Services	Invoice: 150112 (Reference: Magnolia Park CDD Landscape Maintenance May 2025.)		15,790.00	1,624,046.01
06/04/2025	100285	VESTA DISTRICT SERVICES	Invoice: 426749 (Reference: Monthly contracted management fees June25.)		4,296.00	1,619,750.01
06/05/2025	01ACH060525	Google Services	Monthly services		43.20	1,619,706.81
06/09/2025			Deposit	915.38		1,620,622.19
06/10/2025	100286	VESTA DISTRICT SERVICES	Invoice: 427140 (Reference: Billable Expenses - MAY 25.)		53.48	1,620,568.71
06/10/2025	100287	Kutak Rock LLP	Invoice: 3579940 (Reference: Professional Legal Services Rendered.)		1,751.50	1,618,817.21
06/10/2025	100288	Stantec Consulting Services, Inc	Invoice: 2405991 (Reference: 2025 FY General Consulting.)		270.02	1,618,547.19
06/16/2025	100289	United Land Services	Invoice: 154344 (Reference: Controller E Repairs - Damage By Spectrum 5/30/2025.) Invoice: 15		5,048.78	1,613,498.41
06/18/2025			Deposit	4,209.77		1,617,708.18
06/27/2025	062725BOS1	DAVID TURNER	BOS MTG 6/9/25		184.70	1,617,523.48
06/27/2025	062725BOS2	Engage Peo	BOS MTG 6/9/25		172.40	1,617,351.08
06/27/2025	062725BOS3	Jean Williams	BOS MTG 6/9/25		184.70	1,617,166.38
06/27/2025		Matthew J. Zurcher	BOS MTG 6/9/25		184.70	1,616,981.68
06/27/2025	062725BOS4	Robert Shannon	BOS MTG 6/9/25		184.70	1,616,796.98
06/30/2025 06/30/2025	100290 100291	Kutak Rock LLP Solitude Lake Management	Invoice: 3583038 (Reference: Professional legal services rendered.) Invoice: PSI177775 (Reference: annual Maintenance JUN25- Wetland 1 & 2.) Invoice: PSI177763 (582.00 4,488.64	1,616,214.98 1,611,726.34
06/30/2025	100291	United Land Services	Invoice: PS117775 (Reference: annual Maintenance JUN25- Wetland 1 & 2.) Invoice: PS1177763 (Invoice: 155523 (Reference: Monthly Landscape Maintenance June 2025.)		4,488.64 15,790.00	1,511,726.34
	01ACH063025	TECO	6510 Falkenburg Rd 05.02.25- 06.02.25		180.31	1,595,756.03
00/30/2023	01/1011000020	1200	00 TO T discribing The 00.02.20-00.02.20		100.01	1,000,700.00

06/30/2025				5,125.15	53,424.73	1,595,756.03
07/01/2025		TECO	Magnolia Park Blvd PH F 05.03.25- 06.03.25		978.15	1,594,777.88
07/01/2025		TECO	Faulkenburg/Progress 05.03.25- 06.03.25		948.88	1,593,829.00
07/03/2025		Stantec Consulting Services, Inc	Invoice: 2418292 (Reference: 2025 FY General Consulting.)		384.00	1,593,445.00
07/07/2025	01ACH070725	Google Services	Monthly services		43.20	1,593,401.80
07/08/2025	100294	VESTA DISTRICT SERVICES	Invoice: 427211 (Reference: Monthly contracted management.)		4,296.00	1,589,105.80
07/14/2025	100295	Business Observer	Invoice: 25-01966H (Reference: Notice of Public Hearing and Board of Supervisors Meeting 8/11/25		183.76	1,588,922.04
07/17/2025			Deposit	44.14		1,588,966.18
07/25/2025	072525ACH	Adelmarie Bones	BOS MTG 6/14/25		184.70	1,588,781.48
07/25/2025	072525ACH1	DAVID TURNER	BOS MTG 6/14/25		184.70	1,588,596.78
07/25/2025	072525ACH3	Engage Peo	BOS MTG 6/14/25		172.40	1,588,424.38
07/25/2025	072525ACH2	Jean Williams	BOS MTG 6/14/25		184.70	1,588,239.68
07/25/2025	86	Matthew J. Zurcher	BOS MTG 6/14/25		184.70	1,588,054.98
07/30/2025	01ACH073025	TECO	6510 Falkenburg Rd 06.03.25- 07.01.25		135.40	1,587,919.58
07/31/2025	01ACH073125	TECO	Faulkenburg/Progress 06.04.25- 07.02.25		948.88	1,586,970.70
07/31/2025	02ACH073125	TECO	Magnolia Park Blvd PH F 06.04.25- 07.02.25		978.15	1,585,992.55
07/31/2025	100296	United Land Services	Invoice: 160241 (Reference: Job #134112 - Magnolia Park CDD Landscape Maintenance July 2025.)		15,790.00	1,570,202.55
07/31/2025	100297	Business Observer	Invoice: 25-01832H (Reference: Notice of Board of Supervisors Meeting 7/14/25.)		70.00	1,570,132.55
07/31/2025	100298	Solitude Lake Management	Invoice: PSI186052 (Reference: annual Maintenance July25.)		3,190.72	1,566,941.83
07/31/2025				10,250.30	84,427.69	1,566,941.83
8/4/2025	100299	United Land Services	Invoice: 163152 (Reference: Job #174297 - Magnolia Park CDD - June Irrigation Repairs.)		850	1,566,091.83
8/5/2025	01ACH080525	Google Services	Monthly services		48.53	1,566,043.30
8/18/2025	100300	VESTA DISTRICT SERVICES	Invoice: 428113 (Reference: Management Fees Aug 25.)		4,296.00	1,561,747.30
8/20/2025	100301	Stantec Consulting Services, Inc	Invoice: 2438144 (Reference: General Counsel July 25.)		7,772.95	1,553,974.35
8/20/2025	100302	VESTA DISTRICT SERVICES	Invoice: 428051 (Reference: Billable Expenses - Jul 2025.)		369	1,553,605.35
8/21/2025	1785	US Bank Tax Distribution	Tax Distribution Series 2020		3,008.20	1,550,597.15
8/21/2025	100303	Kutak Rock LLP	Invoice: 3611344 (Reference: Legal services June 25.)		1,261.50	1,549,335.65
8/22/2025	082225BOS1	DAVID TURNER	BOS MTG 8/11/25		184.7	1,549,150.95
	082225BOS2	Engage Peo	BOS MTG 8/11/25		141.8	1,549,009.15
8/22/2025	U82225BUS2					
		Jean Williams	BOS MTG 8/11/25		184.7	1,548,824.45
8/22/2025	082225BOS3		BOS MTG 8/11/25 BOS MTG 8/11/25		184.7 184.7	1,548,824.45 1,548,639.75
8/22/2025 8/22/2025	082225BOS3 082225BOS4	Jean Williams				
8/22/2025 8/22/2025 8/22/2025	082225BOS3 082225BOS4 100304	Jean Williams Robert Shannon	BOS MTG 8/11/25		184.7	1,548,639.75
8/22/2025 8/22/2025 8/22/2025 8/26/2025	082225BOS3 082225BOS4 100304 01ACH082825	Jean Williams Robert Shannon Finn Outdoor	BOS MTG 8/11/25 Invoice: 2933 (Reference: Erosion/Pond Bank Restoration.)		184.7 31,350.00	1,548,639.75 1,517,289.75
8/22/2025 8/22/2025 8/22/2025 8/26/2025 8/28/2025	082225BOS3 082225BOS4 100304 01ACH082825 01ACH082925	Jean Williams Robert Shannon Finn Outdoor TECO	BOS MTG 8/11/25 Invoice: 2933 (Reference: Erosion/Pond Bank Restoration.) 6510 Falkenburg Rd 07.02.25- 07.31.25		184.7 31,350.00 139.13	1,548,639.75 1,517,289.75 1,517,150.62