



Rizzetta & Company

# Magnolia Creek Community Development District

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**Board of Supervisors Meeting  
May 21, 2026**

**District Office:  
120 Richard Jackson Blvd, Suite 220  
Panama City Beach, Florida 32407  
(850) 334-9055**

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

# MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT

Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459

<b>District Board of Supervisors</b>	Shelton Stone Douglas Duncan Grover Short VACANT VACANT	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Stephanie DeLuna	Rizzetta & Company, Inc.
<b>District Counsel</b>	Joseph Brown	Kutak Rock LLP
<b>District Engineer</b>	Roger Wynn, P.E.	Moore-Bass Consulting, Inc.
<b>Bond Counsel</b>	Cynthia E. Wilhelm	Nabors, Giblin & Nickerson, P.A.

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

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Panama City Beach, Florida · (850) 334-9055  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.MagnoliaCreekcdd.org

**Board of Supervisors  
Magnolia Creek Community  
Development District**

**May 14, 2026**

**FINAL AGENDA**

Dear Board Members:

The meeting of the Board of Supervisors of the Magnolia Creek Community Development District will be held on **Thursday, May 21, 2026, at 10:00 a.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, FL 32459**. The following is the **final** agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS IN AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager ..... Tab 1
    1. Presentation of District Manager Report
    2. Presentation of Registered Voter Count
    3. Website Audit
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors Meeting held on August 7, 2025 ..... Tab 2
  - B. Ratification of Operations and Maintenance Expenditures for the Months of July 2025 – March 2026..... Tab 3
  - C. Presentation of BOS CDD Application..... Tab 4
  - D. Consideration of Resolution 2026-01, Designating Officers ..... Tab 5
  - E. Consideration of Resolution 2026-02, Setting a Landowner Election Date ..... Tab 6
- 5. BUSINESS ITEMS**
  - A. Ratification of District Items ..... Tab 7
    1. FY 25-26 District Insurance Policy
    2. FY 24-25 Engagement Letter for Auditing Services
    3. Chair’s Acceptance of the FY 2024 Financial Audit
  - B. Presentation of Audit Response ..... Tab 8
  - C. Consideration of District Engineering Services Proposal..... Tab 9
  - D. Consideration of Resolution 2026-03, Approving FY 26/27 Proposed Budget & Setting Public Hearing ..... Tab 10
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,  
*Stephanie DeLuna*

Stephanie DeLuna  
District Manager

# Tab 1



## Ryan Messer, Supervisor of Elections Walton County, Florida

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April 16, 2026

Re: Magnolia Creek Community Development District

**votewalton.gov**

571 US Hwy 90 East, Ste 102  
DeFuniak Springs, FL 32433

(850) 892-8112 Phone  
(850) 892-8113 FAX

This letter is in response to your request for the number of registered voters within the Magnolia Creek Community Development District as of April 15, 2026, pursuant to Chapter 190.006(3)(a)(2d), Florida Statutes.

We are showing that there were **214** eligible registered voters, including active and inactive, in that district as of April 15, 2026.

Sincerely,

Ryan Messer  
Supervisor of Elections



# Quarterly Compliance Audit Report

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## Magnolia Creek

**Date:** December 2025 - 4th Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

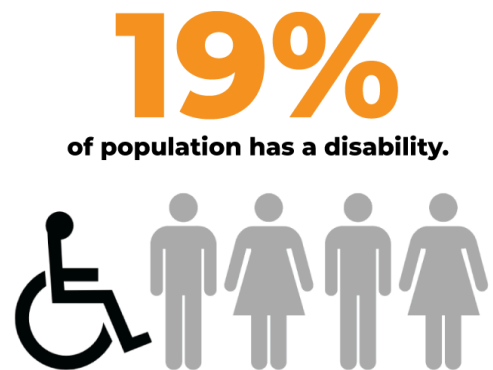
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This 'friendlier' language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

*Helpful article:* [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

*Helpful article:* <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

*Helpful article:* <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

*Helpful article:* <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

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## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

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## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
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Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web



# Quarterly Compliance Audit Report

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## Magnolia Creek

**Date:** March 2026 - 1st Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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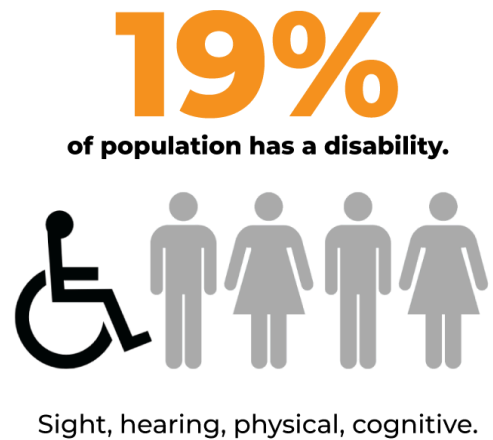
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# Quarterly Compliance Audit Report

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## Magnolia Creek

**Date:** October 2025 - 3rd Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

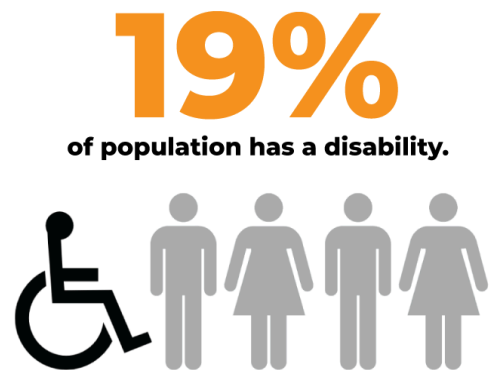
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This 'friendlier' language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

# Tab 2

**MINUTES OF MEETING**

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

**MAGNOLIA CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Magnolia Creek Community Development District was held on **Thursday, August 7, 2025, at 10:00 a.m. (CT)** at The Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Shelton Stone	<b>Board Supervisor, Chairperson</b>
Douglas Duncan	<b>Board Supervisor, Vice Chairman</b>
Grover Short	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Stephanie DeLuna	<b>District Manager, Rizzetta &amp; Company</b>
Joe Brown	<b>District Counsel, Kutak Rock, LLP</b>
Roger Brown	<b>District Engineer, Moore-Bass Consulting, Inc</b>

Audience members	<b>None</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. DeLuna called the meeting to order at 10:01 a.m. and read roll call, confirming a quorum for the meeting.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

There was no audience present.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

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**A. District Counsel**

Mr. Brown had no report and there were no further questions.

**B. District Engineer**

District Engineer Mr. Brown had no updates at this time.

**C. District Manager**

1. Presentation of District Manager Report – Review of HOA Maintenance Agreement

Ms. Deluna stated she will work with District Staff, Mr. Stone and Mr. Duncan regarding insurance renewal.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operation and  
Maintenance Expenditures for May  
& June 2025**

Ms. DeLuna presented and reviewed the Operations and Maintenance Expenditures with the Board and asked if there were any questions. There were none.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board ratified the Operation and Maintenance expenditures for May 2025 in the amount of \$6,972.42 and June 2025 in the amount of \$5,211.32, for the Magnolia Creek Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-02, Adopting FY 2025-2026 Meeting Schedule**

Ms. DeLuna presented the resolution to the Board of Supervisors and asked if there were any questions. There were none.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board adopted Resolution 2025-02, Fiscal Year 2025-2026 meeting dates 11/06/2025, 2/12/2026, 5/21/2026, and 8/6/2026 at 10 am, located at the Chamber building, for the Magnolia Creek Community Development District.

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2025/2026 Final Budget**

MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT

August 7, 2025

Minutes of Meeting

Page 3

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors opened the Public Hearing for Magnolia Creek Community Development District.

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No audience present and no public comments were made at this time.

The budget was reviewed and District Counsel advised that at the previous meeting the funds received from FPL to offset the assessment increase and cover the assessment increase with those funds.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors Approved using FPL funds to cover assessments to offset any assessment increases, for the Magnolia Creek Community Development District.

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On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors closed the Public Hearing for Magnolia Creek Community Development District.

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1. Consideration of Resolution 2025-03, Adopting FY 25/26 Final Budget

Ms. DeLuna presented the Resolution to the Board and asked if there were any questions. There were none.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors Approved Resolution 2025-03 Adopting FY 25/26 Final Budget, for the Magnolia Creek Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2025/2026 Special Assessments**

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors opened the Public Hearing for Magnolia Creek Community Development District.

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No audience present and no public comments were made at this time.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors closed the Public Hearing for Magnolia Creek Community Development District.

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1. Consideration of Resolution 2025-04; Levying FY 2025-2026 Assessments



145 Melissa Dobbins – Asst Sec  
146 Scott Brizendine- Asst Sec  
147

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors adopted Resolution 2025-05, Redesignation of Officers, assigning *Shelton Stone – Chair, Douglas Duncan – Vice Chair, Grover Short – Asst Sec, and Adding Stephanie DeLuna – Asst Sec, Melissa Dobbins – Asst Sec, Scott Brizendine- Asst Sec*, for the Magnolia Creek Community Development District.

148  
149 **TWELFTH ORDER OF BUSINESS** **Supervisor Requests and**  
150 **Comments**  
151

152 No Supervisor Requests were made.  
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155 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**  
156

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors adjourned the meeting at 10:16 a.m. for the Magnolia Creek Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT

# Tab 3

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures July 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$5,385.67**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Moore Bass Consulting, Inc.	300019	0093386	Engineering Services -May 28, 2025 to June 25, 2025 07/25	\$756.25
Rizzetta & Company, Inc.	300018	INV0000100503	District Management Fees 07/25	\$4,504.42
Walton County Chamber of Commerce	300020	44740	BOS Meeting Room Rental 07/25	\$125.00
<b>Report Total</b>				<b><u>\$5,385.67</u></b>

# Magnolia Creek Community Development District

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Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures August 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$44,001.42**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BlueGreen Landscape Development	300022	3540	50% Deposit - Pinestraw Application 06/25	\$18,305.00
BlueGreen Landscape Development	300022	3541	50% Deposit - Pinestraw Application 06/25	\$18,305.00
Kutak Rock, LLP	300023	3598453	Legal Services 02/25 - 06/25	\$2,387.00
LLS Tax Solutions, Inc.	300024	003843	Capital Improvement Revenue Bonds Series 2007A & 2007B 06/30/25	\$500.00
Rizzetta & Company, Inc.	300021	INV0000101231	District Management Fees 08/25	<u>\$4,504.42</u>
<b>Report Total</b>				<b><u>\$44,001.42</u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures September 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$5,686.32**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gannett Florida LocaliQ	300031	0007304038	Legal Advertising 08/25	\$ 366.40
Kutak Rock, LLP	300026	3611684	Legal Services 07/25	\$ 403.00
Moore Bass Consulting, Inc.	300030	0094398	Engineering Services July 26, 2025, to August 26, 2025	\$ 412.50
Rizzetta & Company, Inc.	300025	INV000010276	District Management Fees 09/25	<u>\$ 4,504.42</u>
<b>Report Total</b>				<b><u>\$5,686.32</u></b>

# Magnolia Creek Community Development District

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[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## **Operations and Maintenance Expenditures October 2002 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2002 through October 31, 2002. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$17,390.42**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2002 Through October 31, 2002

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	300034	29386	Policy #100124233 10/01/2025-10/01/2026	\$7,241.00
Florida Department of Commerce	300035	93042	Special District Fee for FY 25-26	\$175.00
Rizzetta & Company, Inc.	300032	INV0000103596	District Management Fee 10/25	\$4,514.42
Rizzetta & Company, Inc.	300033	INV0000103708	Assessment Roll (Annual) 10/25	<u>\$5,460.00</u>
<b>Report Total</b>				<b><u>\$17,390.42</u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures November 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$8,947.00**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	300037	32694241	Electric Account # 9000190620 11/25	\$ 3,567.18
Gannett Florida LocaliQ	300038	0007407038	Legal Advertising 10/25	\$ 155.90
Kutak Rock, LLP	300039	3644035	Legal Services 08/25	\$ 709.50
Rizzetta & Company, Inc.	300036	INV0000104508	District Management Services 11/25	<u>\$ 4,514.42</u>
<b>Report Total</b>				<b><u>\$8,947.00</u></b>

# Magnolia Creek Community Development District

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[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## **Operations and Maintenance Expenditures December 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$9,145.74**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	300041	32765201	Electric Account # 9000190620 12/25	\$ 2,775.42
Gannett Florida LocaliQ	300042	7456530	Legal Advertising 11/25	\$ 155.90
Kutak Rock, LLP	300043	3672007 13123-1	Legal Services 09/25 -10/25	\$ 162.50
Rizzetta & Company, Inc.	300040	INV0000105323	Accounting Services 12/25	\$ 4,514.42
School Now	300044	INV-SN-1008	Website & Compliance Services 10/25	<u>\$ 1,537.50</u>
<b>Report Total</b>				<b><u>\$9,145.74</u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures January 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$7,670.32**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

**Magnolia Creek Community Development District**

**Paid Operation & Maintenance Expenditures**

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gannett Florida LocaliQ	300046	0007351151	Legal Advertising 09/25	\$ 155.90
Lerner Reporting Services, Inc.	300047	380	Annual Disclosure Fees 11/25	\$ 3,000.00
Rizzetta & Company, Inc.	300045	INV0000106243	Accounting Services 01/26	<u>\$ 4,514.42</u>
<b>Report Total</b>				<b><u>\$7,670.32</u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## **Operations and Maintenance Expenditures February 2026 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2026 through February 28, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$13,676.91**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	300049	32937571	Electric Account # 9000190620 01/26	\$ 2,252.49
Rizzetta & Company, Inc.	300048	INV0000106665	Accounting Services 02/26	\$ 4,514.42
U.S. Bank	300050	1172930002601	Trustee Administration Fees 08/01/25- 07/31/26	\$ <u>6,910.00</u>
<b>Report Total</b>				<b><u><u>\$13,676.91</u></u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures March 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2026 through March 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$11,892.55**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BlueGreen Landscape Developement CHELCO	300052	3725	Additional Services BUSH HOG 03/26	\$ 3,450.00
	300053	33066674	Electric Account # 9000190620 02/26	\$ 3,928.13
Rizzetta & Company, Inc.	300051	INV0000107481	Accounting Services 03/26	<u>\$ 4,514.42</u>
<b>Report Total</b>				<b><u>\$11,892.55</u></b>

# Magnolia Creek Community Development District

---

District Office · Panama City Beach, Florida, 32407

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.magnoliacreekcdd.org](http://www.magnoliacreekcdd.org)

## Operations and Maintenance Expenditures April 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2026 through April 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$9,825.65**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	300057	33156822	Electric Account # 9000190620 03/26	\$ 1,672.73
Kutak Rock, LLP	300058	3732144	Legal Services 01/26-02/26 and 03/26	\$ 3,303.50
Kutak Rock, LLP	300055	3718725	Legal Services 11/25	\$ 210.00
Rizzetta & Company, Inc.	300054	INV0000108076	Accounting Services 04/26	\$ 4,514.42
Walton County Chamber of Commerce	300056	45520	BOS Meeting Room Rental 03/26	<u>\$ 125.00</u>
<b>Report Total</b>				<b><u>\$ 9,825.65</u></b>

# Tab 4

Application for Appointment to the Board of Supervisors for the CDD

APPLICANT NAME: Marcie Campbell EMAIL ADDRESS: marcie@tideandtimberproperties.com  
ADDRESS: 98 Grass Owl Loop, Freeport, FL 32439  
TELEPHONE NO.: 214-543-8225  
~~HOW LONG HAVE LIVED IN THE COMMUNITY? \_\_\_\_\_~~

PLEASE ADD ADDITIONAL SHEETS IF NECESSARY AND/OR ATTACH A RESUME IF YOU DESIRE.

(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU BELIEVE YOU CAN BRING TO THE DISTRICT:

Experience in real estate, budgeting, and community focused decision making. I am committed to protecting the long-term interests of the District

(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THE BOARD OF SUPERVISORS FOR THE DISTRICT:

I care about the future of this community.

(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S BOARD OF SUPERVISORS MEETINGS? NO

(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY HOMEOWNERS ASSOCIATION(S) AND/OR OTHER GOVERNING BOARDS/COUNCILS: N/A

~~(5) ARE YOU A QUALIFIED ELECTOR IN THIS DISTRICT? \_\_\_\_\_~~

~~(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE COUNTY PROPERTY APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS OF THE TAX COLLECTOR FOR COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION, INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK ORDER NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL OR HEALTH CARD WITH ADDRESS LISTED).~~

PLEASE RETURN THIS FORM (WITH ANY SUPPORTING DOCUMENTATION YOU WISH) TO STEPHANIE DELUNA OF RIZZETTA & COMPANY (DISTRICT MANAGER), BY EMAIL TO [SDELUNA@RIZZETTA.COM](mailto:SDELUNA@RIZZETTA.COM) OR BY MAIL TO RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, ATTENTION STEPHANIE DELUNA. PLEASE CONTACT STEPHANIE DELUNA WITH ANY QUESTIONS (BY EMAIL OR TELEPHONE AT 850-334-9055)

IMPORTANT NOTICE:

Board of Supervisors for Community Development Districts are required to comply with all applicable laws governing public officers in Florida including, but not limited to, Florida's "Government in the Sunshine" law under Section 286.011, Fla. Stat.; Florida's Code of Ethics for Public Officers under Chapter 112, Fla. Stat.; and Florida's Public Records law under Chapter 119, Fla. Stat. Training in these areas will be provided by the District.

SIGN: MCampbell DATED: 5/11/26

PRINT: Marcie Campbell DATE RECEIVED BY DISTRICT MANAGER: \_\_\_\_\_

# Tab 5



# Tab 6

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (the “Board”) “shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*,” and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

**1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Grover Short	2028
2	Vacant	2028
3	Vacant	2026
4	Douglas Duncan	2026
5	Shelton Stone	2026

This year, Seat 2, currently vacant, Seat 3, currently vacant, Seat 4, currently held by Douglas Duncan and Seat 5, currently held by Shelton Stone, are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

**2. LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisors of the District shall be held on the 5th day of November, 2026, at 10:00 a.m., and located at the Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459.

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its May 21, 2026 meeting. A sample notice of landowners’ meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District Manager’s office, located at 120 Richard Jackson Blvd., Suite 220, Panama City Beach, FL 324077.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 21st day of May, 2026.**

**MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Chairperson, Board of Supervisors

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

**Exhibit A:** Notice of Landowners’ Meeting and Election, Proxy, Ballot Form and Instructions

**EXHIBIT A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Magnolia Creek Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 797.33 acres, generally located adjacent to and east of S.R. 83 (U.S. Highway 331) approximately 4.3 miles north of its intersection with S.R. 20, entirely within the City of Freeport, Walton County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2026  
TIME: 10:00 a.m. Central Time  
PLACE: Walton Area Chamber of Commerce  
63 South Centre Trail  
Santa Rosa Beach, Florida 32459

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 334-9055 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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

Stephanie DeLuna  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2026**

TIME: **10:00 a.m. Central Time**

LOCATION: **Walton Area Chamber of Commerce  
63 South Centre Trail  
Santa Rosa Beach, Florida 32459**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT  
WALTON COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 5, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Magnolia Creek Community Development District to be held at Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, Florida 32459, on November 5, 2026, at 10:00 a.m. Central Time, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**WALTON COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER 5, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Magnolia Creek Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

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

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

Printed Name: \_\_\_\_\_

# Tab 7



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

# Magnolia Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Magnolia Creek Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614**

**Term: October 1, 2025 to October 1, 2026**

**Quote Number: 100125233**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
<b>Inland Marine</b>	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>		
	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

\*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**Not Included**

### **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<b>(X)</b>	<b>Code</b>	<b>Extension of Coverage</b>	<b>Limit of Liability</b>
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate  
Fraudulent Instruction: \$25,000



## PREMIUM SUMMARY

Magnolia Creek Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125233

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,794
Public Officials and Employment Practices Liability	\$3,447
Deadly Weapon Protection Coverage	Not Included
<b>TOTAL PREMIUM DUE</b>	<b>\$7,241</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

#### Additional Notes:

Optional Additional Coverage: \$100,000 in Crime Coverage would result in an additional premium of \$500.



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Magnolia Creek Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

By: \_\_\_\_\_  
Signature

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

Witness By: \_\_\_\_\_  
Signature

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

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: \_\_\_\_\_  
Administrator



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

November 12, 2025

Magnolia Creek Community Development District  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL (“we”) audit Magnolia Creek Community Development District’s, (the “District”), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District’s basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Magnolia Creek Community Development district and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart

Magnolia Creek Community Development District  
November 12, 2025  
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2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

Magnolia Creek Community Development District  
November 12, 2025  
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2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and

Magnolia Creek Community Development District  
November 12, 2025  
Page 4

- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

Magnolia Creek Community Development District  
November 12, 2025  
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## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Non-audit Services**

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

Magnolia Creek Community Development District  
November 12, 2025  
Page 6

3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$4,800 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

Magnolia Creek Community Development District  
November 12, 2025  
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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

### **Indemnification, Limitation of Liability, and Claim Resolution**

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, hold harmless and release Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

### **Confidentiality**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Magnolia Creek Community Development District  
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### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

### **Termination**

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Magnolia Creek Community Development District  
November 12, 2025  
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### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

### **Governing Law**

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

### **Entire Agreement**

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Magnolia Creek Community Development District  
November 12, 2025  
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### Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

### Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,



BERGER, TOOMBS, ELAM, GAINES & FRANK  
CERTIFIED PUBLIC ACCOUNTANTS PL


Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

Sign: \_\_\_\_\_

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

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



6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

## Report on the Firm's System of Quality Control

To the Partners of  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER\_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER  
MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT  
DATED NOVEMBER 12, 2025**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**RIZZETTA & COMPANY  
3434 COLWELL AVE, SUITE 200  
TAMPA, FL 33614  
PHONE: 407.472.2471**



**Auditor:** \_\_\_\_\_

**District: Magnolia Creek Community  
Development District**

**Title: Director**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date: November 12, 2025**

**Date:** \_\_\_\_\_

**Magnolia Creek Community  
Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2024**

**Magnolia Creek Community Development District  
ANNUAL FINANCIAL REPORT**

**September 30, 2024**

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Magnolia Creek Community Development District  
City of Freeport, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Magnolia Creek Community Development District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Magnolia Creek Community Development District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors  
Magnolia Creek Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

To the Board of Supervisors  
Magnolia Creek Community Development District

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated February 28, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Magnolia Creek Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

February 28, 2025

**Magnolia Creek Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2024**

Management's discussion and analysis of Magnolia Creek Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, transportation, and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Magnolia Creek Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including construction in progress, and infrastructure are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as capital improvement revenue bonds payable, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2024.

- ◆ The District's total assets exceeded by total liabilities by \$14,457,772 (net position). Net investment in capital assets for the District was \$14,187,320. Unrestricted net position was \$244,649 and restricted net position was \$25,803.
- ◆ Governmental activities revenues totaled \$236,496 while governmental activities expenses totaled \$376,220.

**Magnolia Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities</b>	
	<b>2024</b>	<b>2023</b>
Current assets	\$ 385,252	\$ 214,561
Restricted assets	198,496	640,700
Capital assets	14,875,277	15,109,717
Total Assets	15,459,025	15,964,978
Current liabilities	271,253	602,482
Non-current liabilities	730,000	765,000
Total Liabilities	1,001,253	1,367,482
 Net Position		
Net investment in capital assets	14,187,320	14,391,759
Restricted net position	25,803	5,911
Unrestricted	244,649	199,826
Total Net Position	\$ 14,457,772	\$ 14,597,496

The increase in current assets is related to the receipt of easement proceeds recognized as unearned revenues.

The decrease in restricted assets and current liabilities is related to the decrease in matured interest payable in the current year.

The decrease in capital assets is related to current year depreciation.

**Magnolia Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change In Net Position**

	<b>Governmental Activities</b>	
	<b>2024</b>	<b>2023</b>
Program Revenues		
Charges for services	\$ 213,156	\$ 544,830
General Revenues		
Miscellaneous revenues	5,716	-
Investment earnings	17,624	13,028
Total Revenues	<u>236,496</u>	<u>557,858</u>
Expenses		
General government	88,654	90,079
Physical environment	3,566	16,384
Transportation	234,440	234,440
Interest and other charges	49,560	467,686
Total Expenses	<u>376,220</u>	<u>808,589</u>
Change in Net Position	(139,724)	(250,731)
Net Position - Beginning of Year	<u>14,597,496</u>	<u>14,848,227</u>
Net Position - End of Year	<u>\$ 14,457,772</u>	<u>\$ 14,597,496</u>

The decrease in charges for services is related to the decrease in special assessments in the current year.

The decrease in interest and other charges is related to the increase in interest in the prior year.

**Magnolia Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2024 and 2023:

Description	Governmental Activities	
	2024	2023
Construction in progress	\$ 11,124,235	\$ 11,124,235
Infrastructure	4,688,802	4,688,802
Accumulated depreciation	(937,760)	(703,320)
Total Capital Assets, net	\$ 14,875,277	\$ 15,109,717

During the year, depreciation was \$234,440.

**General Fund Budgetary Highlights**

The final budgeted expenditures exceeded actual expenditures due to lower engineering and legal fee expenditures than were anticipated.

The General Fund budget was not amended.

**Debt Management**

Governmental Activities debt includes the following:

- In July 2007, the District issued \$21,640,000 of Capital Improvement Revenue Bonds, consisting of \$7,635,000 Series 2007A Bonds and \$14,005,000 Series 2007B Bonds. The Bonds were issued to finance the acquisition and construction of certain improvements within the District. In a prior year, matured bonds totaling \$15,605,000, including a portion of the outstanding balance of the Series 2007A bonds and the entire outstanding balance of the Series 2007B bonds, were cancelled; however, the District failed to meet the scheduled debt service requirements and the remaining Series 2007A Bonds remain in default. Matured bonds payable totaled \$75,000 at September 30, 2024. The unmaturred balance outstanding at September 30, 2024 was \$765,000.

**Magnolia Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Economic Factors and Next Year's Budget**

As a result of being unable to make certain debt service payments in prior years, the District declared an event of default in accordance with the Series 2007 Bond Indenture. In a prior year, a significant portion of the outstanding bonds were forgiven by the bondholder or paid using contributions from the sale of land held by the District's SPE; however, the District continues to be unable to make scheduled debt service payments. The District cannot anticipate the effect on the financial position or results of operations of the District in fiscal year 2025.

**Request for Information**

The financial report is designed to provide a general overview of Magnolia Creek Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Magnolia Creek Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

**Magnolia Creek Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2024**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 381,993
Assessments receivable	2,999
Due from others	10
Prepaid expenses	250
Total Current Assets	385,252
Non-Current Assets	
Restricted Assets	
Investments	198,496
Capital Assets, Not Being Depreciated	
Construction in progress	11,124,235
Capital Assets, Being Depreciated	
Infrastructure	4,688,802
Accumulated depreciation	(937,760)
Total Non-Current Assets	15,073,773
Total Assets	15,459,025
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	8,963
Unearned revenues	131,640
Matured bonds payable	75,000
Bonds payable	35,000
Accrued interest	20,650
Total Current Liabilities	271,253
Non-Current Liabilities	
Bonds payable	730,000
Total Liabilities	1,001,253
<b>NET POSITION</b>	
Net investment in capital assets	14,187,320
Restricted for debt service	25,803
Unrestricted	244,649
Total Net Position	\$ 14,457,772

*See accompanying notes to financial statements.*



**Magnolia Creek Community Development District**  
**BALANCE SHEET –**  
**GOVERNMENTAL FUNDS**  
**September 30, 2024**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 381,993	\$ -	\$ -	\$ 381,993
Assessments receivable	2,999	-	-	2,999
Due from other	10	-	-	10
Prepaid expenses	250	-	-	250
Restricted assets:				
Investments	-	198,485	11	198,496
Total Assets	\$ 385,252	\$ 198,485	\$ 11	\$ 583,748
 <b>LIABILITIES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	\$ 8,963	\$ -	\$ -	\$ 8,963
Unearned revenues	131,640	-	-	131,640
Matured bonds payable	-	75,000	-	75,000
Total Liabilities	140,603	75,000	-	215,603
 <b>FUND BALANCES</b>				
Nonspendable:				
Prepaid expenses	250	-	-	250
Restricted:				
Debt service	-	123,485	-	123,485
Capital projects	-	-	11	11
Unassigned	244,399	-	-	244,399
Total Fund Balances	244,649	123,485	11	368,145
Total Liabilities and Fund Balances	\$ 385,252	\$ 198,485	\$ 11	\$ 583,748

*See accompanying notes to financial statements.*

**Magnolia Creek Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2024**

Total Governmental Fund Balances	\$	368,145
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, construction in progress, \$11,124,235, and infrastructure, \$4,688,802, net of accumulated depreciation, \$(937,760), used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.		14,875,277
Long-term liabilities, bonds payable, are not due and payable in the current period, and therefore, are not reported at the fund level.		(765,000)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.		<u>(20,650)</u>
Net Position of Governmental Activities		<u><u>\$ 14,457,772</u></u>

*See accompanying notes to financial statements.*

**Magnolia Creek Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES – GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2024**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>REVENUES</b>				
Special assessments	\$ 129,930	\$ 83,226	\$ -	\$ 213,156
Miscellaneous revenues	5,716	-	-	5,716
Investment income	1,397	16,226	1	17,624
Total Revenues	<u>137,043</u>	<u>99,452</u>	<u>1</u>	<u>236,496</u>
<b>EXPENDITURES</b>				
Current				
General government	88,654	-	-	88,654
Physical environment	3,566	-	-	3,566
Debt service				
Principal	-	30,000	-	30,000
Interest	-	49,560	-	49,560
Total Expenditures	<u>92,220</u>	<u>79,560</u>	<u>-</u>	<u>171,780</u>
Net Change in Fund Balance	44,823	19,892	1	64,716
Fund Balances - Beginning of Year	<u>199,826</u>	<u>103,593</u>	<u>10</u>	<u>303,429</u>
Fund Balances - End of Year	<u>\$ 244,649</u>	<u>\$ 123,485</u>	<u>\$ 11</u>	<u>\$ 368,145</u>

*See accompanying notes to financial statements.*

**Magnolia Creek Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2024**

Net Change in Fund Balances - Total Governmental Funds	\$	64,716
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>		
<p>Governmental funds report capital outlays. However, in the Statement of Activities the costs of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current year.</p>		(234,440)
<p>Repayment of bond principal are expenditures at the fund level, but the repayment reduces long-term liabilities in the Statement of Net Position.</p>		<u>30,000</u>
Change in Net Position of Governmental Activities	\$	<u><u>(139,724)</u></u>

*See accompanying notes to financial statements.*

**Magnolia Creek Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND**  
**For the Year Ended September 30, 2024**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Special assessments	\$ 127,308	\$ 127,308	\$ 129,930	\$ 2,622
Miscellaneous revenues	-	-	5,716	5,716
Investment income	-	-	1,397	1,397
Total Revenues	<u>127,308</u>	<u>127,308</u>	<u>137,043</u>	<u>9,735</u>
Expenditures				
Current				
General government	109,153	109,153	88,654	20,499
Physical environment	18,155	18,155	3,566	14,589
Total Expenditures	<u>127,308</u>	<u>127,308</u>	<u>92,220</u>	<u>35,088</u>
Net Change in Fund Balances	-	-	44,823	44,823
Fund Balances - Beginning of Year	-	-	199,826	199,826
Fund Balances - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 244,649</u>	<u>\$ 244,649</u>

*See accompanying notes to financial statements.*

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on September 12, 2006 pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by City of Freeport Ordinance 2006-26 as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Magnolia Creek Community Development District. The District is governed by a five-member Board of Supervisors who are elected on an at large basis by landowners of the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Magnolia Creek Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**a. Governmental Major Funds (Continued)**

Debt Service Funds – Accounts for the accumulation of resources for the annual payment of principal and interest on long-term general obligation debt.

Capital Projects Funds – The Capital Projects Funds account for the construction of infrastructure improvements within the boundaries of the District.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

**4. Assets, Liabilities, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, and Net Position or Equity (Continued)**

**b. Restricted Net Position**

Certain net position of the District is classified as restricted on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

**c. Capital Assets**

Capital assets, which include construction in progress and infrastructure, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method over a 20 year estimated useful life.

**e. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance was \$422,194 and the carrying value was \$381,993. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2024, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
U S Bank Managed Money Market	N/A	<u>\$ 198,496</u>

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2024, the District's investment in U S Bank Managed Money Market was not rated.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investment in the U S Bank Managed Money Market represents 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical of these items during the fiscal year then ended. The District considers any decline in fair value to be temporary.

**NOTE C – SPECIAL ASSESSMENT REVENUES**

Assessment revenues recognized for the 2023-2024 fiscal year were levied in August 2023. All taxes are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes, discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

All unpaid taxes become delinquent as of April 1. Virtually all unpaid taxes are collected via the sale of tax certificates on or prior to June 1; therefore, there were no material taxes receivable at fiscal year end.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE D – CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
<b><u>Governmental activities:</u></b>				
Capital assets, not being depreciated:				
Construction in progress	\$ 11,124,235	\$ -	\$ -	\$ 11,124,235
Capital assets, being depreciated				
Infrastructure	4,688,802	-	-	4,688,802
Accumulated depreciation				
Infrastructure	(703,320)	(234,440)	-	(937,760)
Capital Assets Being Depreciated, net	<u>3,985,482</u>	<u>(234,440)</u>	<u>-</u>	<u>3,751,042</u>
Total Capital Assets, net	<u>\$ 15,109,717</u>	<u>\$ (234,440)</u>	<u>\$ -</u>	<u>\$ 14,875,277</u>

Depreciation of \$234,440 was charged to transportation.

**NOTE E – LONG-TERM DEBT**

The following is a summary of activity for long-term debt of the Governmental Activities for the year ended September 30, 2024:

Long-term debt at October 1, 2023	\$ 795,000
Principal payments	<u>(30,000)</u>
Long-term debt at September 30, 2024	<u>\$ 765,000</u>

During the year, the scheduled debt service principal payment on the Series 2007A bonds was not paid by the District. These amounts are reflected as matured bonds payable in the accompanying financial statements.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

Long-term debt for Governmental Activities is comprised of the following:

**Capital Improvement Revenue Bonds**

\$7,635,000 Series 2007A Capital Improvement Revenue Bonds are due in annual principal installments beginning May 2010 maturing May 2039. Interest at 5.90% is due May and November beginning November 2007. Current portion is \$35,000.

\$ 765,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 35,000	\$ 45,135	\$ 80,135
2026	35,000	43,070	78,070
2027	35,000	41,005	76,005
2028	40,000	38,940	78,940
2029	40,000	36,580	76,580
2030-2034	250,000	143,370	393,370
2035-2039	330,000	60,770	390,770
Totals	<u>\$ 765,000</u>	<u>\$ 408,870</u>	<u>\$ 1,173,870</u>

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

Summary of Significant Bond Resolution Terms and Covenants

**Capital Improvement Revenue Bonds**

Significant Bond Provisions

The Series 2007A Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2017 at a redemption price set forth in the Trust Indenture. The Series 2007A Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is not in compliance with certain requirements of the Bond Indenture due to Developer nonpayment of assessment revenue.

The following is a schedule of required reserve deposits as of September 30, 2024:

<b>Capital Improvement Bonds</b>		
	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Series 2007A	\$ 84,079	\$ 77,032

**NOTE F – ECONOMIC DEPENDENCY AND RELATED PARTIES**

The Developer still owns a large bulk acreage parcel within the District on which it is obligated to pay operating and maintenance assessments. During fiscal year 2024, the Developer paid assessments totaling \$94,667.

**Magnolia Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE G – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage during the last three years.

**NOTE H – SUBSEQUENT EVENT**

In October 2024, the District made a \$75,000 matured principal payment on the outstanding Series 2007A Bonds.



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Magnolia Creek Community Development District  
City of Freeport, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Magnolia Creek Community Development District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated February 28, 2025.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Magnolia Creek Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Magnolia Creek Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Magnolia Creek Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

To the Board of Supervisors  
Magnolia Creek Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Magnolia Creek Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. See accompanying management letter on pages 31-34.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

February 28, 2025



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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## MANAGEMENT LETTER

To the Board of Supervisors  
Magnolia Creek Community Development District  
City of Freeport, Florida

### Report on the Financial Statements

We have audited the financial statements of the Magnolia Creek Community Development District as of and for the year ended September 30, 2024, and have issued our report thereon dated February 28, 2025.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 28, 2025, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The following findings or recommendations were noted in the preceding financial audit report:



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Magnolia Creek Community Development District

### **Finding 2019-02 Financial Condition, Meet Debt Service Reserves, Make Debt Service Payments**

#### Finding

The District's financial condition continues to deteriorate. Certain scheduled debt service payments were not made in prior years and in the current year, which resulted in events of default.

#### Recommendation

The District should take all legally available steps to remedy the deteriorating financial condition.

#### Management Response

The past due principal payments were paid October 1, 2024.

### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Magnolia Creek Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Magnolia Creek Community Development District met one of the conditions described in Section 218.503(1), Florida Statutes (See Finding 2019-02 above).



To the Board of Supervisors  
Magnolia Creek Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Magnolia Creek Community Development District. It is management's responsibility to monitor the Magnolia Creek Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2024.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not note any findings or recommendations.

### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Magnolia Creek Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 1
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$1,094
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

To the Board of Supervisors  
Magnolia Creek Community Development District

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Magnolia Creek Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District:  
General Fund \$30.59 - \$305.95 and Debt Service \$1,215 - \$1,350.
- 2) The amount of special assessments collected by or on behalf of the District: \$213,156.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: Series 2007A \$765,000 unmatured and \$75,000 matured.

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

February 28, 2025



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH  
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Magnolia Creek Community Development District  
City of Freeport, Florida

We have examined Magnolia Creek Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2024. Management is responsible for Magnolia Creek Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Magnolia Creek Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Magnolia Creek Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Magnolia Creek Community Development District's compliance with the specified requirements.

In our opinion, Magnolia Creek Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

*Berger Toombs Elam  
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

February 28, 2025

# Tab 8

March 16, 2026

**VIA E-Mail and First-Class Mail**  
**audit@btcf-cpas.com**  
**igaines@btcf-cpas.com**

Berger, Toombs, Elam, Gaines & Frank  
600 Citrus Ave, STE 200  
Fort Pierce, FL 34950

Re: Magnolia Creek Community Development District

Dear Mr. Gaines,

By letter received February 9, 2026, Scott Brizendine, Treasurer for Magnolia Creek Community Development District (the “District”), has requested that Kutak Rock LLP (the “Firm”) furnish you with certain information in connection with your examination of the financial statements of the District as of and for the period ended September 30, 2025. If an update to this letter is required, we will respond in writing and will need a minimum of five business days from the date the request was received to respond.

We call your attention to the fact that while this law firm represents the District on a regular basis, our engagements have been limited to specific matters as to which we were consulted by the District. Accordingly, there may be matters that exist of a legal nature that could have a bearing on the District’s financial condition but as to which we have not been consulted.

It is our understanding that, by making the requests set forth in its letter to us, the District does not intend to waive attorney-client privileges with respect to any information that the District has furnished to us. Moreover, please be advised that our response to you should not be construed in any way to constitute a waiver of the protection of the attorney work product privilege with respect to any of our files involving the District.

Subject to the foregoing and to the qualifications set forth in this letter, we advise you that we have not been engaged to give substantive attention to, or represent the District in connection with, any material loss contingencies coming within the scope of clause (a) of paragraph 5 of the Statement of Policy referred to below, existing at September 30, 2025, or during the period from that date to March 12, 2026 (the “Effective Date”).

# KUTAKROCK

Berger, Toombs, Elam, Gaines & Frank  
March 16, 2026  
Page 2

For purposes of this letter, we have adopted the definition of materiality set forth in the District's audit letter to us. We have limited our response accordingly to matters that exceed \$5,000.00 individually or in the aggregate.

This response is limited by and written in accordance with the American Bar District Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) and related commentary (collectively, the "Statement of Policy"). Pursuant to clauses (b) and (c) of Paragraph 5 of the Statement of Policy, it would be inappropriate for this firm to respond to a general inquiry relating to the existence of unasserted possible claims or assessments or contractually assumed obligations involving the District. We can only furnish information concerning those unasserted possible claims or assessments or contractually assumed obligations upon which the District has specifically requested, in writing, that we comment. Further, we cannot comment upon the adequacy of the District's listing, if any, of unasserted possible claims or assessments or contractually assumed obligations or its assertions concerning the advice, if any, about the need to disclose same.

This response is limited to matters with respect to which those lawyers presently in our firm have rendered substantive legal advice or representation to the District during the period from the commencement of the District's last fiscal year to the Effective Date. Further, the information set forth herein is as of the Effective Date (unless otherwise noted), and we assume no obligation to advise you of any matters which are subsequently brought to our attention and which may have an effect upon the contents hereof. Please also note that we have not undertaken any special review of files or documents in our possession concerning the District.

Without limiting the generality of the foregoing, the limitations set forth in Paragraphs 2 and 7 of the Statement of Policy upon the scope and use of this response are specifically incorporated herein by reference, and any description herein of any "loss contingencies" is qualified in its entirety by Paragraph 5 of the Statement of Policy.

Consistent with the last sentence of Paragraph 6 of the Statement of Policy, and pursuant to the District's request, this will confirm as correct the District's understanding, as set forth in its audit letter to us, that whenever, in the course of performing legal services for the District with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, we have formed a professional conclusion that the District must disclose or consider disclosure concerning such possible claim or assessment, we, as a matter of professional responsibility to the District, will so advise the District, and will consult with the District concerning the question of such disclosure and the applicable requirements of FASB Accounting Standards Codification 450, Contingencies (formerly Statement of Financial Accounting Standards No. 5).

Our accounting records indicate that on September 30, 2025, the District was indebted to our firm for \$0.00 in billed and \$748.00 in unbilled legal fees and expenses.

# KUTAKROCK

Berger, Toombs, Elam, Gaines & Frank  
March 16, 2026  
Page 3

This letter is solely for use in connection with your audit of the financial statements of the District as of and for the period ended September 30, 2025, and is not to be quoted in whole or in part or otherwise referred to in any financial statements of the District or related documents, nor is it to be filed with any governmental agency or other person, without the prior written consent of this firm.

KUTAK ROCK LLP

By: \_\_\_\_\_  
Joseph Brown, Partner

cc: Mr. Brizendine

# Tab 9

May 10, 2026

Ms. Stephanie DeLuna  
District Manager  
Magnolia Creek Community Development District  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

**Re: Proposal for Professional Engineering Services**  
**Magnolia Creek Community Development District – General Professional Services**  
City of Freeport, Walton County, Florida

Dear Ms. DeLuna,

On behalf of Innerlight Engineering, please accept this proposal for the aforementioned property. The Specifics are presented below; the term **Engineer** represents Innerlight Engineering, LLC, the term **Client** refers to the Entity as provided in signature block below:

**WHEREAS**, the Client wishes to engage Engineer for the performance of Professional Engineering and / or Surveying Services; and has determined that Engineer is qualified to serve as Engineer for the Client; and

**WHEREAS**, Client intends to employ Engineer to perform one or more of the following services as specified and contractually obligated through authorized requests in writing:

- Land Surveying
- Land Planning
- Civil Engineering
- General Transportation and Traffic Engineering
- General Consulting
- Entitlements and / or Permitting
- Technical Studies
- Construction Administration
- Construction Observation
- Miscellaneous Tasks Requested by Client and within the Expertise of Innerlight Engineering Corporation, it's Employees and / or Sub-Consultants

**WHEREAS**, Engineer shall serve as Client's professional representative in each service or project to which this Agreement applies and will give consultation and advice to Client during the performance of his services. **NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the Client to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

## **Basis of Scope and Understanding**

It is the Engineer's understanding that the scope of work will consist of general Engineering services as may be requested by the Magnolia Creek CDD District Staff and / or the District Supervisors as well as other scopes of work identified below.

## **Scope of Services**

### **Task 1: General District Engineering Services \$Hourly per Rate Sheet**

The scope of work will include providing general services as requested / directed by the Magnolia Creek CDD District Staff and / or the District's Board of Supervisors. The specific scope of work may include the following services:

- General representation to include preparation, attendance and / or follow-up at community meetings and / or public meetings including, but not limited to, Board of Supervisor Meetings.
- General representation related to meetings, coordination, and / or correspondence with District Staff members.
- General representation, consulting, coordination, correspondence, meetings with applicable regulatory agencies, developers, and / or property owners related to and / or within the District Boundaries.
- General representation, consulting, coordination, correspondence, and / or meetings with other design or construction professionals as required, such as geotechnical engineers, structural engineers, general contractors, site contractors, land surveyors, etc.
- Completion of miscellaneous scopes of work as requested or directed and not specifically identified in separate work authorization(s).
- Collection of existing conditions data via land surveying techniques as requested or directed and not specifically identified in separate work authorization(s).
- Limited construction administration / construction observations not specifically identified in separate work authorization(s).
- Miscellaneous tasks not contemplated above but as requested by District Staff or Board of Supervisors.

## **ASSUMPTIONS AND LIMITATIONS**

- This proposal is related to general services required and / or requested by the Magnolia Community Development District.
- Additional professional services that may be required and that consist of specific scopes of work not identified above can be provided through separate proposals / work authorizations as determined by the Board of Supervisors or their authorized representatives.

**Engineer does not control regulatory agency decisions and cannot guarantee approval of any application**

*If any of the above assumptions materially change, additional services may be required and will be authorized separately.*

## COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be based upon the Professional Services Agreement and the following:

- A. **Lump Sum** – The Client agrees to compensate Engineer for services rendered in connection with the Scope of Work outlined above on a lump sum basis individually as outlined in the Tasks above. With monthly progress billings based on the Consultant's estimate of the percent complete. (When Applicable)
- B. **Hourly Personnel Rates** – The Client agrees to compensate Engineer for services according to the **Exhibit B - Hourly Rate Table**.
- C. **A Retainer in the amount of \$ 0** will be due upon authorization to proceed and will be applied to the final invoice for services.

## REIMBURSABLE EXPENSES

It is understood and agreed that the payment of compensation for Reimbursable Expenses under this contract shall be based upon the executed Professional Services Agreement. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the Client for the incidental expenses such as expenses of reprographics, postage and handling, courier service, and any other such direct expenses. All direct expenses will be calculated to include a twenty percent (20%) multiplier.

The attached Terms and Conditions set out as Exhibit A are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

INNERLIGHT ENGINEERING, LLC  
"Engineer"

X



Authorized Signature

By: James A. Martelli, P.E.

Its: Managing Vice President

Date: May 10, 2026

MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT  
"Client"

X

Authorized Signature

By: (Print Name): \_\_\_\_\_

Its: \_\_\_\_\_

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

# EXHIBIT 'A'

## Pape-Dawson Consulting Engineers, LLC

RE: Magnolia Creek Community Development District – General Professional Services (the "Project")

### TERMS AND CONDITIONS

Pape-Dawson Consulting Engineers, LLC, hereinafter referred to as "Engineer", has agreed to provide Professional Services to Magnolia Creek Community Development District, hereinafter referred to as "Client," pursuant to the terms set out in a Proposal Letter Agreement with Scope of Services and Compensation (the "Proposal") executed by Client and these Terms and Conditions.

#### ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

#### ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

#### ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Engineer's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Engineer may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and

Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Engineer may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

#### ARTICLE 4: THE TERM

4.1 Term. Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

#### ARTICLE 5: DUTIES

5.1 Access. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 Client furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work; and provide any recordings, transcripts, notes, and/or minutes taken during any meetings between Client and Engineer upon request, inclusive of any artificial intelligence-generated documents. If either Client or Engineer intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 Other Information. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 Indemnity. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Engineer or any of its subcontractors. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer, including but not limited to suspension of Engineer's work as set out in Article 3.5 herein. Should Engineer call for contract renegotiation due to such changed conditions, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

#### ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by

reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at the address or ACH noted in the monthly invoice, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Any State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

#### ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

#### ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

#### ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any

cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

## **9.5 PURSUANT TO FLA.STAT.ANN. § 558.0035, AN INDIVIDUAL EMPLOYEE, ENGINEER OR DESIGN PROFESSIONAL PERFORMING PROFESSIONAL SERVICES OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

### **ARTICLE 10: MISCELLANEOUS**

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in the Florida County court where the Services are performed.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns:** Third Party Beneficiary. The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The

Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 **NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years thereafter, neither Client, nor its affiliates, nor any of their respective employees, agents, owners, officers, members, shareholders, or directors ("Client Entities") shall directly, or indirectly through another person or entity: (i) induce or attempt to induce any employee, agent, owner, officer, member, shareholder, director, client, customer, vendor or supplier, or other business relation of Engineer ("Business Relation") to leave the employ of, or terminate its contract, affiliation, or other business relationship with Engineer, (ii) hire or recruit away any Business Relation of Engineer, within two (2) years after such person ceased to be affiliated with Engineer, (iii) induce or attempt to induce any Business Relation of Company to cease doing business with Engineer or its other Business Relations, or (iv) otherwise interfere with, sabotage, or otherwise undermine any of the foregoing relationship

**EXHIBIT B**  
**PAPE-DAWSON FLORIDA (NW)**  
**2026 STANDARD HOURLY RATES**

Labor Category	2026 Billing Rates
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**ENGINEERING & TECHNICAL**

Principal	\$ 350
Senior Vice President	\$ 300
Managing Vice President	\$ 300
Vice President	\$ 290
Associate Vice President	\$ 280
Practice Leader	\$ 280
Senior Project Manager	\$ 270
Design Leader	\$ 250
Principal Engineer	\$ 240
Senior Project Engineer	\$ 230
Project Manager	\$ 225
Senior Substation Designer	\$ 205
Project Engineer	\$ 200
Senior Designer	\$ 180
Designer	\$ 160
Engineer IV	\$ 180
Engineer III	\$ 160
Engineer II	\$ 150
Engineer I	\$ 140
Production Manager	\$ 165
Technician III	\$ 165
Technician II	\$ 145
Technician I	\$ 135
Senior Plat Manager	\$ 175
Plat Manager	\$ 155
Plat Coordinator	\$ 150
Senior Project Coordinator	\$ 160
Project Coordinator	\$ 125
Project Controls Manager	\$ 195
Project Controls Specialist	\$ 140
Administrative Assistant	\$ 100
Engineering Intern	\$ 80

**CONSTRUCTION & DEVELOPMENT**

Practice Leader	\$ 280
Senior Project Manager - Development Services	\$ 250
Project Manager - Development Services	\$ 215
Senior Construction Manager	\$ 205
Construction Manager	\$ 185
Senior Construction Representative	\$ 180
Construction Representative	\$ 160
Senior Construction Inspector	\$ 160
Construction Inspector	\$ 130
Senior Project Coordinator	\$ 160
Project Coordinator	\$ 125

**GIS**

GIS Manager	\$ 185
GIS Technician	\$ 170
GIS Analyst	\$ 135

Labor Category	2026 Billing Rates
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**LANDSCAPE ARCHITECTURE**

Vice President, Landscape Architecture & Planning	\$ 300
Associate Vice President, Landscape Architecture & Planning	\$ 280
Practice Leader, Landscape Architecture / Planning	\$ 280
Design Leader, Landscape Architecture / Planning	\$ 275
Principal Landscape Architect / Principal Planner	\$ 250
Senior Project Manager, Landscape Architecture & Planning	\$ 250
Project Manager, Landscape Architecture & Planning	\$ 225
Senior Landscape Architect / Senior Planner	\$ 225
Landscape Architect / Project Planner	\$ 200
Landscape Designer IV / Planner IV	\$ 175
Landscape Designer III / Planner III	\$ 150
Landscape Designer II / Planner II	\$ 140
Landscape Designer I / Planner I	\$ 125
Landscape Designer Intern	\$ 75
Senior Designer, Planning	\$ 165
Planning Technician III	\$ 145
Planning Technician II	\$ 135
Planning Technician I	\$ 120

**SURVEY**

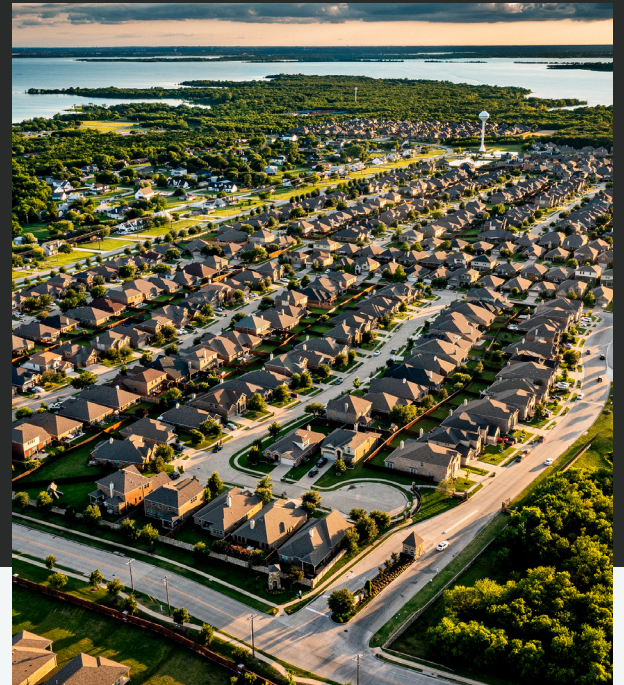
Associate Vice President	\$ 280
Survey Department Manager	\$ 250
Senior Survey Project Manager	\$ 245
Survey Project Manager	\$ 225
Senior Project Surveyor	\$ 230
Project Surveyor II	\$ 190
Project Surveyor I	\$ 165
Surveyor-in-Training	\$ 140
Senior Survey Technician	\$ 175
Survey Technician III	\$ 165
Survey Technician II	\$ 145
Survey Technician I	\$ 130
Senior Plat Manager	\$ 175
Plat Manager	\$ 155
Plat Coordinator	\$ 150
Construction Survey Manager	\$ 225
Senior Field Coordinator	\$ 195
Field Coordinator	\$ 150

3-Person Survey Field Crew/Sr. Party Chief	\$ 315
2-Person Survey Field Crew/Sr. Party Chief	\$ 245
1-Person Robotic Crew	\$ 245

Catamaran & Sonar	\$ 275
Drone & Licensed Pilot	\$ 295

# COMMUNITY DEVELOPMENT

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# PAPE-DAWSON

## STATEMENT OF QUALIFICATIONS

MAY 2026

# WHO WE ARE

At Pape-Dawson, we're about more than engineering. We are diligent, hardworking problem solvers with a passion for making a difference not only through our work, but also through our commitment to being community partners.

Our engineers, surveyors, planners, landscape architects, environmental scientists, archaeologists, data analysts, and construction management professionals work closely with clients and each other to deliver award-winning infrastructure and development projects that positively impact our communities.

We serve our clients through every phase of the development process—from strategic site selection and feasibility assessments to detailed environmental studies and off-site infrastructure.

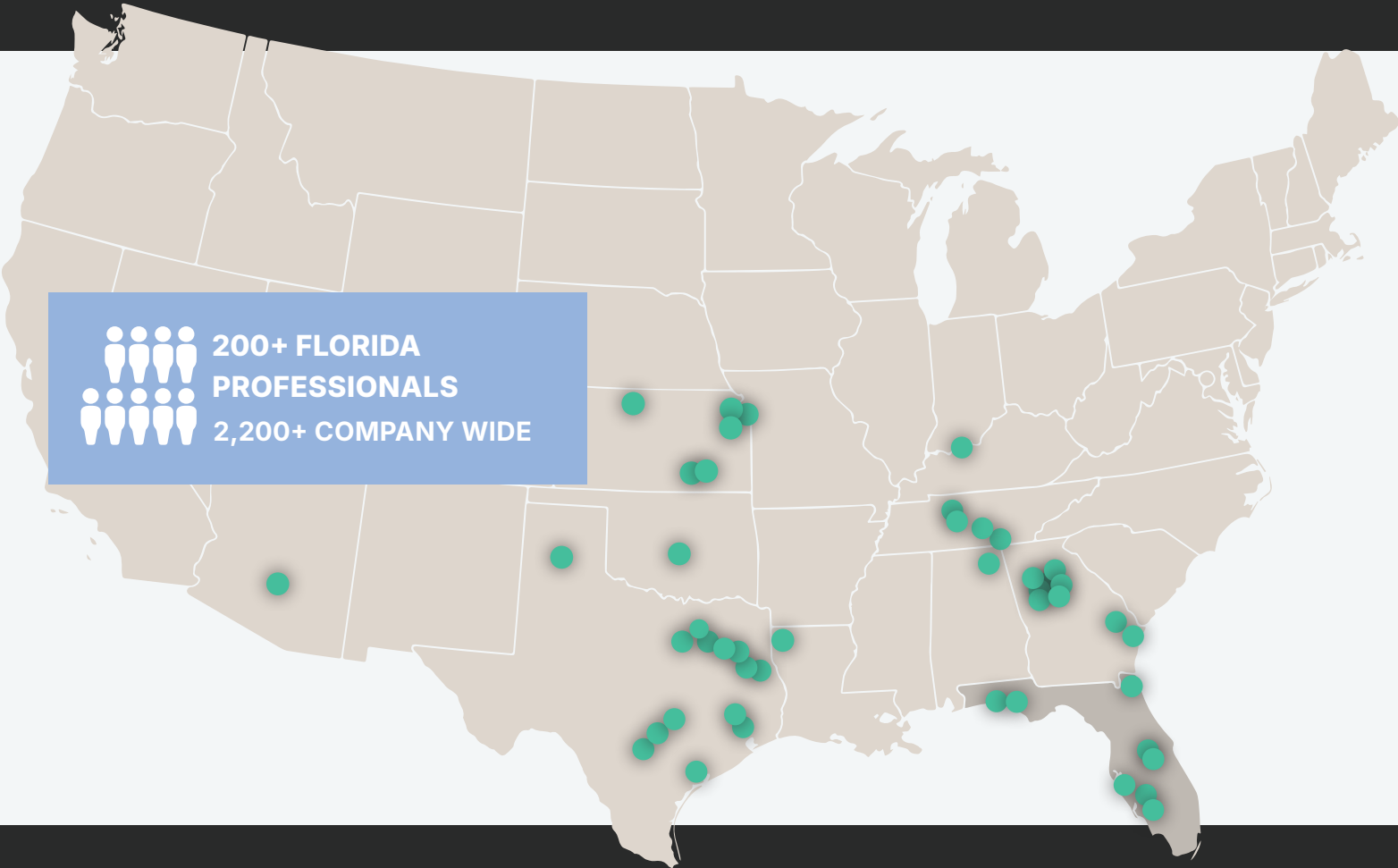


**500+ PROFESSIONAL ENGINEERS**



**#11 IN TOP DESIGN FIRMS, 2025**

Engineering News Record — Southeast & TX



# AREAS OF SERVICE



## LAND PLANNING

Pape-Dawson partners with clients to ensure creative land plans make economic and social sense. We ask important questions early on, carefully considering factors such as site access, visibility, accessibility, amenities, and impact, to achieve satisfaction for end users. Our goal is to understand our clients' overall vision for development, identify alternatives, and create comprehensive designs that optimize land use.

**COMMUNITY PLAN/ORDINANCE REVIEW**

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**SITE ANALYSIS/YIELD STUDIES**

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**INFRASTRUCTURE DUE DILIGENCE**

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**NEIGHBORHOOD VISIONING**

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**MIXED-USE DEVELOPMENTS**

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**ADAPTIVE REUSE**

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**ENTITLEMENT STRATEGY**

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**TRANSPORTATION PLANNING**

**BIKE & PEDESTRIAN PLANNING**

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**COMPREHENSIVE LAND PLANNING**

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**GATEWAY DEVELOPMENT PLANS**

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**DESIGN GUIDELINES DEVELOPMENT**

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**DESIGN WORKSHOPS**

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**GRANT WRITING & ADMINISTRATION**

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**SITE PLANNING**

# AREAS OF SERVICE



## LAND DEVELOPMENT

Pape-Dawson specializes in the planning and design of single-family, multi-family, office, retail, hospitality, healthcare, education, and industrial developments. We serve our clients at every step of the development process. Whether it is conducting feasibility or traffic studies, or helping navigate the intricacies of platting, our team has the experience and capabilities to deliver complex development projects.

**SITE SELECTION STUDIES**

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**PRELIMINARY ENGINEERING REPORTS**

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**SITE PLANNING**

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**MASTER DEVELOPMENT PLANS**

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**ENVIRONMENTAL STUDIES**

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**DRAINAGE STUDIES**

**TRAFFIC STUDIES**

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**INFRASTRUCTURE DESIGN**

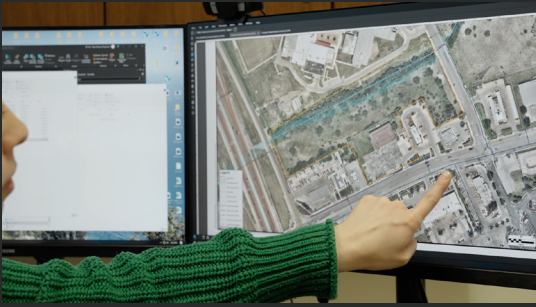
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**STORMWATER MANAGEMENT**

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**PERMITTING**

# AREAS OF SERVICE



## **TRANSPORTATION**

Pape-Dawson uses a comprehensive approach to transportation development, from planning to construction. We develop safe and efficient transportation systems by maintaining acute familiarity with local, state, and federal requirements, and through our commitment to serve as a partner to project stakeholders. From roadways, intersections, and signals to ADA compliance, sidewalks, transit, and traffic studies, our breadth and scope of experience spans a broad range of specialties.

## **WATER & WASTEWATER**

For more than half a century, Pape-Dawson has provided water and wastewater solutions to state and local government agencies, utility companies, and private developments. From collection and treatment to supply and distribution, our experienced team is dedicated to tackling water challenges with thoughtful planning, innovative technologies, and efficient project management tools.

## **STORMWATER**

Pape-Dawson is recognized as one of Florida's leading experts in stormwater requirements, with specialized expertise in water quality, nutrient loading, attenuation, and floodplain management. We are industry leaders in large-scale flood risk studies, applying advanced hydrologic and hydraulic modeling as the technical basis for infrastructure planning and design. Our firm addresses complex urban drainage and river management challenges through comprehensive analysis and development of water cycle management strategies that support flood control, regulatory compliance, and sustainable outcomes. With decades of experience, our team has successfully delivered hydrologic investigations, channel and conveyance design, floodplain analysis, and permitting for projects of varying scale and complexity throughout Florida and beyond.

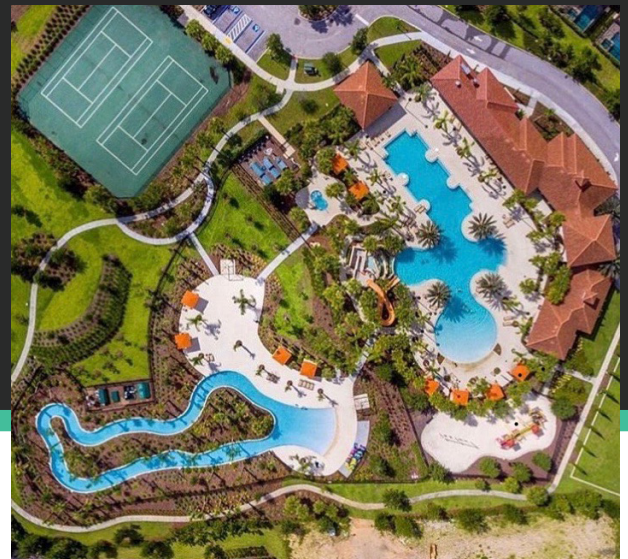
## **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

Pape-Dawson uses GIS to collect, manage, display, and analyze data in real time as we identify the geographic relationships that impact a project. Our planners, designers, and project managers use GIS for site selection analysis, planning and zoning, flood analysis, traffic mapping, utility and infrastructure management, asset tracking, project tracking, 3D mapping, and 3D analysis to help ensure each project is a success.

## **ENVIRONMENTAL**

Pape-Dawson's experience evaluating environmental resources, coupled with our familiarity with regulatory requirements, enables us to protect the environment while keeping projects moving forward. Minimizing client risk, our professional biologists, geologists, archaeologists, environmental scientists, and engineers guide clients through complex environmental regulations from initial constraints analysis to construction monitoring.

# AREAS OF SERVICE



## LANDSCAPE ARCHITECTURE

We offer landscape architectural services to create vibrant communities with a powerful sense of place. We excel in landscape architecture that marries bold, eye-catching design with careful research, preparation, and management. With a thoughtful balance of artistic and technical skills, we consider a site's surrounding context without losing sight of the visual details that provide a memorable experience.

**NATURAL RESOURCE ASSESSMENT**

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**PRELIMINARY SITE DESIGN**

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**PLACEMAKING**

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**STREET TREE MASTER PLANNING**

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**PROPOSED PLANTING PLANS**

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**AMENITY MASTER PLANNING/PROGRAMMING**

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**HARDSCAPE DESIGN AND DETAILING**

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**DEVELOPMENT IDENTITY SIGNAGE**

**WAYFINDING & EDUCATIONAL SIGNAGE**

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**SUSTAINABLE APPLICATION MASTER PLANNING/PROGRAMMING**

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**WATER QUALITY & BIO-RETENTION DESIGN**

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**CONSTRUCTION DETAILS & SPECIFICATIONS**

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**ON-SITE CONSTRUCTION INSPECTION**

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**JURISDICTION COMPLIANCE & PERMITTING**

# ADDITIONAL SERVICES



## SURVEYING & GEOSPATIAL

Pape-Dawson's survey department conducts thousands of boundary, topographic, and improvement surveys every year. Our experience with a wide range of challenging projects equips us with a comprehensive understanding of regulations and best practices, as well as the versatility to select and apply the most appropriate surveying techniques to expertly address each client's needs. Our UAV and mobile mapping capabilities allow us to quickly and accurately map areas for site design, construction management, and asset inventory by land or air.

### **SURVEYING & GEOSPATIAL**

**BOUNDARY SURVEYS**

**HORIZONTAL & VERTICAL GEODETIC CONTROL NETWORKS**

**IMPROVEMENT, TOPOGRAPHIC, & TREE SURVEYS**

**ALTA/NSPS LAND TITLE SURVEYS**

**CONSTRUCTION STAKING & LAYOUT**

**TERRESTRIAL, AERIAL, & MOBILE LASER SCANNING**

**PHOTOGRAMMETRY / AERIAL MAPPING**

### **BUILDER SERVICES**

**PROJECT MANAGEMENT/REGULATORY REVIEW & APPROVAL**

**LOT PLATTING, ASSOCIATED PLANS, & APPLICATIONS**

**INDIVIDUAL HOUSE LOCATION PLANS (HLPS)**

**FOUNDATION SURVEYS**

**LOT GRADING**

**ELEVATION CERTIFICATES**

**TERTIARY EROSION CONTROL PLANS**

**SEPTIC DESIGN PLANS**

**NOI CREATION**

# OUR EXPERIENCE



## HIGHLIGHTED COMMUNITY DEVELOPMENT PROJECTS

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**SOMERSET**

Walton County, FL

**NATUREWALK**

Walton County, FL

**CYPRESS BLUFF**

Groveland, FL

**KELLY PARK**

Osceola County, FL

**ORANGE BEND**

Orange Bend, FL

**HILLS OF MINNEOLA**

Minneola, FL

**WINSLOW'S POINT**

Polk County, FL

**LAKESIDE AT SATILLA**

Osceola County, FL

**HARMONY WEST**

Osceola County, FL

**TOHOQUA**

Osceola County, FL

**STOREY PARK**

Orange County, FL

**SUNBRIDGE**

Osceola County, FL

**GRAND PINES**

Orange County, FL

**SUN TERRA LAKES**

Brevard, FL

**CENTER LAKE RANCH**

Saint Cloud, FL

**ORMOND CROSSINGS**

Ormond Beach, FL

**TAPESTRY**

Kissimmee, FL

**WINDWARD**

Osceola County, FL

**FOUR SEASONS AT ORLANDO**

Kissimmee, FL

**SORRENTO PINES**

Lake County, FL



## MIRAMAR BEACH

11490 EMERALD COAST PARKWAY

SUITE 2W

MIRAMAR BEACH, FL 32550

# Tab 10

**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Magnolia Creek Community Development District (“**District**”) prior to June 15, 2026, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1.     **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2.     **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:             August 6, 2026

HOUR:             10:00 a.m.

LOCATION:          Walton Chamber of Commerce  
                      63 South Centre Trail  
                      Santa Rosa Beach, FL 32459

3.     **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4.     **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5.     **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF MAY, 2026.**

ATTEST:

**MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair / Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2026/2027 Proposed Budget

**Exhibit A**

Fiscal Year 2026/2027 Proposed Budget