



Rizzetta & Company

Magnolia West Community Development District

**Board of Supervisors' Meeting
November 7, 2023**

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

www.magnoliawestcdd.org

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Magnolia West Community
Development District

October 31, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **November 7, 2023 at 3:30 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043. The following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held August 1, 2023Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for July, August, September 2023Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager Report – First Coast CMSTab 3
 1. Discussion Regarding Fire Inspection
 - D. Landscape Report – BrightviewTab 4
 1. Consideration of BrightView Proposal for Mulch and Pine StrawTab 5
 2. Consideration of Proposal for Playground MulchTab 6
 3. Ratification of BrightView Poinsettia ProposalTab 7
 - E. District Manager
 1. Discussion Regarding Amenity Policies
5. **BUSINESS ITEMS**
 - A. Public Hearing on Amended Suspension Rules
 1. Consideration of Resolution 2024-01; Adopting Amended Suspension RulesTab 8
 - B. Acceptance of AMTEC Arbitrage Rebate ReportsTab 9
 - C. Consideration of Republic Services Proposal for Amenity Waste RemovalTab 10
 - D. Ratification of the District's Insurance Policy RenewalTab 11
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,
Lesley Gallagher
Lesley Gallagher

Tab 1

MINUTES OF MEETING

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

MAGNOLIA WEST
COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Magnolia West Community Development District was held on **August 1, 2023 at 6:00 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, Florida 32043. Following is the agenda for the meeting.

Present and constituting a quorum:

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

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Michelle Rigoni	District Counsel, Kutak Rock
Tony Shiver	President, First Coast CMS
Rodney Hicks	BrightView Landscape
Jeff Mason	Prosser Inc. (via speakerphone)

Audience present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher opened the Board of Supervisors Meeting at 6:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Comments were heard on an amenity suspension.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the Board of Supervisors' Meeting held May 9, 2023**

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held May 9, 2023, for Magnolia West Community Development District.

FOURTH ORDER OF BUSINESS**Ratification of the Operation and Maintenance Expenditures for April, May and June 2023**

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board ratified Operation and Maintenance Expenditures for April 2023 in the amount of \$21,969.82, May 2023 in the amount of \$27,406.37, and June 2023 in the amount of \$79,283.74, for Magnolia West Community Development District.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2023-05; Redesignating Secretary**

Ms. Gallagher noted that the previous resolution number was not 2023-06 but it was 2020-05 and that resolution 2023-05 redesignates Scott Brizendine as Secretary

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board adopted Resolution 2023-05; Redesignating Secretary, for Magnolia West Community Development District.

SIXTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
Ms. Rigoni did not have a report but was available to answer questions.
- B. District Engineer
Mr. Mason was on the line to review the Annual Engineer's Report and Public Facilities Report.
 - 1. Acceptance of Annual Engineer's Report

On a motion by Ms. Linde, seconded by Ms. Lentz, with all in favor, the Board accepted the Annual Engineer's Report, for Magnolia West Community Development District.

- 2. Acceptance of Public Facilities Report

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board accepted the Public Facilities Report, for Magnolia West Community Development District.

C. Amenity Manager Report – First Coast CMS

Mr. Shiver reviewed his report found under tab 6 of the agenda and updated the Board that the grill was replaced since the last meeting, and that a filter repair was needed that could be completed in house. He also notified the Board that First Coast CMS was making a change in pool staff.

D. Landscape Report – BrightView

Mr. Hicks reviewed the landscape report found under tab 7 of the agenda. BrightView received compliments on the annuals. Mr. Hicks noted that they would have a proposal for holiday poinsettias at the next meeting and the Board authorized Ms. Riegler to work with BrightView on the holiday design for the proposal.

The Board moved to agenda item 5C.

SEVENTH ORDER OF BUSINESS**Consideration of BrightView Renewal Proposal**

On a motion by Ms. Lentz, seconded by Ms. Linde, with all in favor, the Board approved the renewal proposal from BrightView effective November 1, 2023, for Magnolia West Community Development District.

The Board moved back to agenda item 4E

EIGHTH ORDER OF BUSINESS**District Manager**

Ms. Gallagher noted that the next regular meeting had not been set yet, the meeting schedule for Fiscal Year 2023/2024 is a later agenda item.

NINTH ORDER OF BUSINESS**Consideration of Proposal from Amtech for Arbitrage Services**

On a motion by Ms. Lentz, seconded by Ms. Reigler, with all in favor, the Board approved the Amtech proposal for arbitrage services in the amount of \$450.00 per year for years 2023 through 2026, for Magnolia West Community Development District.

TENTH ORDER OF BUSINESS**Consideration of Renewal Proposal from Lake Doctors**

On a motion by Mr. Kurht, seconded by Mr. Lewis, with all in favor, the Board approved the Lake Doctors renewal proposal effective October 1, 2023 in the amount of \$640.00 per month for 10 ponds, for Magnolia West Community Development District.

ELEVENTH ORDER OF BUSINESS**Consideration of Turner Pest Control 2024
Rate Increase**

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board approved the Turner Pest Control 2024 rate increase reflecting the termite bond renewal increasing to \$339.90 and pest control to \$83.28, for Magnolia West Community Development District.

TWELFTH ORDER OF BUSINESS**Consideration of Resolution 2023-06;
Directing Staff to Request Security Powers**

Ms. Rigoni reviewed Resolution 2023-06 and that the District would need to go back to the City of Green Cove Springs for consent to amend the ordinance to include security powers, this resolution authorizes staff to begin this process.

On a motion by Ms. Lentz, seconded by Ms. Reigler, with all in favor, the Board adopted Resolution 2023-06; Directing Staff to Consent to Amend the Ordinance to include security powers Security Powers, for Magnolia West Community Development District.

THIRTEENTH ORDER OF BUSINESS**Consideration of Resolution 2023-07;
Setting Regular Meeting Dates for Fiscal
Year 2023/2024**

Ms. Gallagher reviewed resolution 2023-07 which sets the regular meeting dates for Fiscal Year 2023/24 and she noted that as proposed the schedule reflects the 1st Tuesday of November, February, May and August rather than the 2nd Tuesday as in prior years.

On a motion by Ms. Lentz, seconded by Ms. Linde, with all in favor, the Board adopted Resolution 2023-07; Setting Regular Meeting Dates for Fiscal Year 2023/2024, for Magnolia West Community Development District.

FOURTEENTH ORDER OF BUSINESS**Public Hearings on Fiscal Year 2023-2024
Budget and Assessments**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board opened the Public Hearings on Fiscal Year 2023-2024 Budget and Assessments, for Magnolia West Community Development District.

Ms. Gallagher reviewed the line adjustment changes made to the budget since proposed but noted that the assessment level was not adjusting from the \$59.20 per assessment increase with the proposed budget that had been approved as presented.

On a motion by Ms. Linde, seconded by Ms. Lentz, with all in favor, the Board closed the Public Hearings on Fiscal Year 2023-2024 Budget and Assessments, for Magnolia West Community Development District.

1. Consideration of Resolution 2023-08; Adopting Fiscal Year 2023-2024 Budget

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board adopted Res 2023-08; Adopting the Fiscal Year 2023/2024 Budget as presented, for Magnolia West Community Development District.

2. Consideration of Resolution 2023-09; Imposing Special Assessments

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board adopted Res 2023-09; Imposing Special Assessments, for Magnolia West Community Development District.

FIFTEENTH ORDER OF BUSINESS

Acceptance of Fourth Addendum - Contract for Professional District Services

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board accepted the Fourth Addendum to Contract for Professional District Services, for Magnolia West Community Development District.

SIXTEENTH ORDER OF BUSINESS

Consideration of Resolution 2023-10; Adopting Revised Amenity Suspension Rules & Setting Public Hearing

Ms. Rigoni reviewed Resolution 2023-10 noting that this removes the first, second and third warning concept and instead provides discretion to District staff on disciplinary action based on severity of the misconduct that violated the amenity policies. She also noted that the policies are in draft form and requested that comments be forwarded to her prior to the public hearing.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board adopted Resolution 2023-10; Approving the Revised Amenity Suspension Rules, and Setting the Public Hearing to consider and adopt same for November 7, 2023 at 3:30 pm, for Magnolia West Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Review of Amenity Suspension

It was noted that the resident that received the suspension was present. Ms. Rigoni reviewed for the Board violations and procedures for suspension. Mr. Shiver made the recommendation that the suspension be lifted at this time. The resident that received the suspension commented on the suspension and the need for enforcement of policies across the board. The Board had no specific questions. The Board adopted the recommended action to lift the suspension based on Mr. Shiver's recommendation.

On a motion by Ms. Lentz, seconded by Ms. Linde, with all in favor, the Board adopted the action to lift the suspension based on Mr. Shiver's recommendation, for Magnolia West Community Development District.

It was also noted that each lot should have no more than two access cards assigned to it.

EIGHTEENTH ORDER OF BUSINESS

Supervisors Request and Audience Comments

Supervisor requests:

It was requested that Bright View provide an estimate for more frequent pond bank mowing.

Audience comments:

Audience comments were heard on the following items: review of draft suspension policies, Ms. Gallagher noted that these are on the website as part of the agenda. Comments on staff. Comments on trees.

NINETEENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board of Supervisors adjourned the meeting at 7:27 p.m., for the Magnolia West Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures

July 2023

Presented For Board Approval

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

The total items being presented: **\$24,252.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Magnolia West Community Development District
Report name: Check register
Created on: 8/2/2023
Location: 410--Magnolia West

Bank	Date	Vendor	Document no.	Amount
410TRUISTOP - Truist Bank				
	Account no: 1000136024238			
	7/3/2023	V1954--Rizzetta & Company, Inc.	100157	\$ 4,018.91
	7/7/2023	V1996--Republic Services	EFT	\$ 446.55
	7/7/2023	V0550--COMCAST	EFT	\$ 308.07
	7/12/2023	V0520--Clay Today	100159	\$ 835.47
	7/12/2023	V0876--First Coast Contract Maintenance Service, LLC	100160	\$ 1,562.22
	7/17/2023	V0519--Clay Electric Cooperative, Inc.	EFT	\$ 1,416.00
	7/24/2023	V0369--BrightView Landscape Services, Inc.	100162	\$ 112.00
	7/24/2023	V0876--First Coast Contract Maintenance Service, LLC	100163	\$ 3,970.05
	7/24/2023	V0369--BrightView Landscape Services, Inc.	100161	\$ 3,353.00
	7/24/2023	V1168--Innersync Studio, Ltd	100164	\$ 384.38
	7/25/2023	V0876--First Coast Contract Maintenance Service, LLC	100167	\$ 1,340.45
	7/25/2023	V0369--BrightView Landscape Services, Inc.	100165	\$ 320.00
	7/25/2023	V2396--The Lake Doctors, Inc.	100168	\$ 615.00
	7/25/2023	V0876--First Coast Contract Maintenance Service, LLC	100166	\$ 4,867.30
	7/28/2023	V0119--Always Improving, LLC	100169	\$ 175.00
	7/28/2023	V0119--Always Improving, LLC	100170	\$ 27.33
	7/28/2023	V2502--Turner Pest Control, LLC	100171	\$ 80.85
	7/31/2023	V0518--Clay County Utility Authority	EFT	\$ 419.66
Total for 410TRUISTOP				\$ 24,252.24

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Operation and Maintenance Expenditures

August 2023

Presented For Board Approval

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

The total items being presented: **\$19,324.06**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Arrington Lentz	100176	AL080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
BrightView Landscape Services, Inc.	100173	8511454	Seasonal Flower Rotation 07/23	\$ 1,007.99
BrightView Landscape Services, Inc.	100174	8511455	Install Additional Soil 07/23	\$ 450.00
BrightView Landscape Services, Inc.	100183	8513300	Landscape Maintenance 08/23	\$ 3,353.00
BrightView Landscape Services, Inc.	100181	8545207	Irrigation Repairs 08/23	\$ 93.32
Clay County Utility Authority	EFT	Monthly Summary 08/23 Autopay 410	Water Services 08/23	\$ 561.21
Clay Electric Cooperative, Inc.	EFT	Monthly Summary 07/23 Autopay 410	Electric Services 07/23	\$ 1,620.00
COMCAST	EFT	8495 74 150 0248350 07/23 Autopay	Amenity Cable/Phone/Internet 07/23	\$ 308.87
Cynthia R Riegler	100177	CR080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
Douglas Robert Kuhrt	100178	DK080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
Ferman Clifford Lewis II	100179	FL080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
First Coast Contract Maintenance Service, LLC	100182	7741	Management Services 08/23	\$ 3,970.05
First Coast Contract Maintenance Service, LLC	100184	7887	Reimbursable Expenses 07/23	\$ 1,252.65
Kutak Rock, LLP	100175	3254261	Legal Services 06/23	\$ 165.00
Prosser, Inc.	100180	50663	Engineering Services 06/23	\$ 582.15
Republic Services	EFT	0687-001341141 Autopay	Waste Disposal Services 07/23	\$ 445.06
Rizzetta & Company, Inc.	100172	INV0000082230	District Management Fees 08/23	\$ 4,018.91

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
The Lake Doctors, Inc.	100185	114449B	Pond Maintenance 08/23	\$ 615.00
Turner Pest Control, LLC	100186	617618875	Pest Control Services 08/23	\$ 80.85
Report Total				<u>\$ 19,324.06</u>

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures September 2023 Presented For Board Approval

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

The total items being presented: **\$36,828.68**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	100191	8559287	Landscape Maintenance 09/23	\$ 3,353.00
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 08/23 Autopay 410	Electric Services 08/23	\$ 1,405.00
COMCAST	ACH	8495 74 150 0248350 08/23 Autopay	Amenity Cable/Phone/Internet 08/23	\$ 308.87
Egis Insurance Advisors, LLC	100192	19847	Policy# 100123681 10/01/2023-10/01/2024	\$ 19,049.00
First Coast Contract Maintenance Service, LLC	100193	7846	Management Services 09/23	\$ 3,970.05
First Coast Contract Maintenance Service, LLC	100188	7915	Reimbursable Expenses 08/23	\$ 737.48
First Coast Contract Maintenance Service, LLC	100194	7980	Reimbursable Expenses 08/23	\$ 1,309.85
Kutak Rock, LLP	100189	3268370	Legal Services 07/23	\$ 1,402.50
Prosser, Inc.	100195	50949	Engineering Services 08/23	\$ 119.30
Republic Services	ACH	0687-001349209 Autopay	Waste Disposal Services 09/23	\$ 458.87
Rizzetta & Company, Inc.	100187	INV0000083214	District Management Fees 09/23	\$ 4,018.91
The Lake Doctors, Inc.	100190	121158B	Pond Maintenance 09/23	\$ 615.00
Turner Pest Control, LLC	100196	617723133	Pest Control Services 09/23	\$ 80.85
Report Total				<u>\$ 36,828.68</u>

Tab 3



Magnolia West Community Development District

Field Report October 2023

First Coast CMS LLC
10/26/2023

Swimming Pool

Since the last meeting, the water feature motor failed. We did have a replacement on hand that was ordered earlier in the year. It was replaced by Florida Pump Service

Several pieces of grating in the zero entry end of the pool needed to be replaced due to cracking. This was replaced in house by staff

Facility

The main gate to the Amenity Center was damaged by an unidentified teenage. The one slat was bent to allow access. The slat was repaired and a bar installed to prevent this again in the future.

The side gate by the grill needed to be repaired so that it was self closing.

There was a six foot by six foot section of pool deck that needed to be repaired due to sinking pavers.

Our staffed prepped the facility for the incoming tropical storm that appeared early in the season. No damage to the facility was found.

We needed to request a gas tank refill in September. This was the first time this year that it needed to be refilled

The timer for the lights at the entrance needed to be adjusted due to a power failure.

Tab 4

Quality Site Assessment

Prepared for: **Magnolia West CDD**

General Information

DATE: Friday, Oct 27, 2023
NEXT QSA DATE: Friday, Nov 03, 2023
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Karen Fisher

Customer Focus Areas

Quality you can count on.

7

Seven
Standards of
Excellence

1



Site Cleanliness

2



Weed Free

3



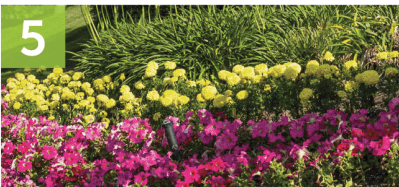
Green Turf

4



Crisp Edges

5



Spectacular Flowers

6



Uniformly Mulched Beds

7

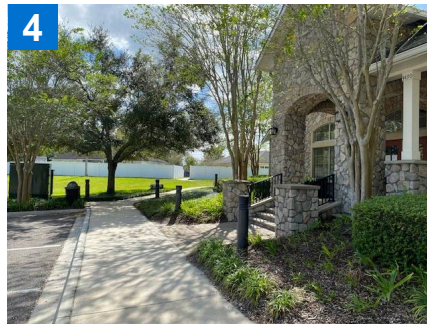


Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items

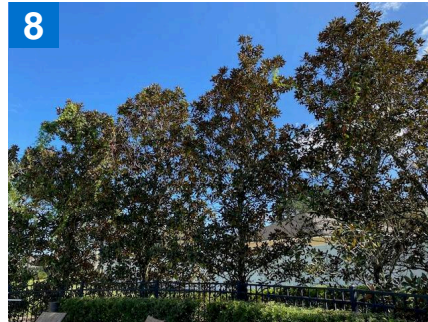


- 1** Newly installed annuals at the main entry sign are healthy and showing great color.
- 2** Front entry beds are clean, tree canopies raised and trees sucker free.
- 3** Walkways throughout are hard edged in rotation.
- 4** Clubhouse is in great shape. Focal areas are a focus on every visit.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



5 Pool deck is looking sharp.

6 Beds in pool area are clean and weeds free.

7 The crew will clean the dead leaves out of the Flax Lily throughout the pool perimeter on their next detail rotation.

8 Crew will prune vines out of Magnolia Trees lining the pool on their next visit.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



9 Will submit a proposal to prune Palms.

10 Mail area is well maintained, blown off and trash free.

11 Proposal was submitted to replenish playground mulch at both playgrounds.

12 Pool deck is in neat order, weed free and blown off.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



13 Note to management - broken door next to playground/clubhouse.

14 Tight edging along fence maintenance strip and beds throughout.

15 Lakes are being well maintained

16 The crew is on top of lake rotation maintenance.

Maintenance Items



- 17** Tennis court area is looking great, crew is on top of sectional trimming throughout.

Tab 5

Proposal for Extra Work at Magnolia West CDD

Property Name	Magnolia West CDD	Contact	Lesley Gallagher
Property Address	3438 Canyon Falls Drive Green Cove Springs, FL 32043	To	Magnolia West CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name	Magnolia West mulch and pine straw installation
Project Description	Install 320 bales of pine straw and 45 yards of mulch

Scope of Work

QTY	UoM/Size	Material/Description
320.00	EACH	320 Bales of Pine straw installed and 45 Yards of Brown Mulch

For internal use only

SO#	8250335
JOB#	346100449
Service Line	160

Total Price	\$5,509.98
--------------------	-------------------

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____ Title **District Manager**

Lesley Gallagher **October 09, 2023**
Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Associate Account Manager**

Karen E Fisher **October 09, 2023**
Printed Name _____ Date _____

Job #: 346100449

SO #: 8250335

Proposed Price: \$5,509.98

Tab 6

Proposal for Extra Work at Magnolia West CDD

Property Name	Magnolia West CDD	Contact	Lesley Gallagher
Property Address	3438 Canyon Falls Drive Green Cove Springs, FL 32043	To	Magnolia West CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Playground Mulch

Project Description Playground mulch for both playgrounds

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Amenity Center Playground				Subtotal \$4,941.60
1.00	CUBIC YARD	60 Yards of Playground mulch	\$4,941.60	\$4,941.60
Smaller Playground				Subtotal \$2,470.80
1.00	CUBIC YARD	30 Yards of Playground mulch	\$2,470.80	\$2,470.80

For internal use only

SO# 8263360

JOB# 346100449

Service Line 160

Total Price \$7,412.40

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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Customer

Property Manager

Signature _____ Title _____

Lesley Gallagher

Printed Name _____ Date _____

October 29, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Karen E Fisher

Printed Name _____ Date _____

October 29, 2023

Job #: 346100449

SO #: 8263360

Proposed Price: \$7,412.40

Tab 7

Proposal for Extra Work at Magnolia West CDD

Property Name	Magnolia West CDD	Contact	Lesley Gallagher
Property Address	3438 Canyon Falls Drive Green Cove Springs, FL 32043	To	Magnolia West CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Winter Poinsettia Install		
Project Description	Winter Poinsettia Install		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
11.00	EACH	10" White Poinsettia	\$29.74	\$327.15
160.00	EACH	4 1/2" Red Poinsettia	\$4.76	\$761.22
140.00	EACH	4" Dusty Miller	\$2.21	\$309.47

For internal use only

SO# 8237521
JOB# 346100449
Service Line 140

Total Price \$1,397.84

THIS IS NOT AN INVOICE

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 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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Customer

Property Manager

Signature Title

Lesley Gallagher

Printed Name Date

September 22, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Karen E Fisher

Printed Name Date

September 22, 2023

Job #: 346100449

SO #: 8237521

Proposed Price: \$1,397.84



Tab 8

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED SUSPENSION AND TERMINATION OF ACCESS TO AMENITIES RULES AND IMPOSING CERTAIN FEES FOR REIMBURSEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Magnolia West Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

WHEREAS, the District previously adopted a resolution adopting rules and policies regarding restricting, suspending and terminating the privileges to access the District's recreational facilities and services ("Prior Disciplinary Rules"); and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the revised rules, policies and fees, attached hereto as **Exhibit A** and incorporated herein by this reference ("Revised Disciplinary Rules"), amending and supplementing the Prior Disciplinary Rules, for immediate use and application; and

WHEREAS, the Board finds that the Revised Disciplinary Rules outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Revised Disciplinary Rules, set forth in **Exhibit A**, are hereby adopted pursuant to this resolution as necessary for the efficient use and operation of the District's Amenity Facilities. These rules shall stay in full force and effect until such time as the Board may amend these Policies. The Board reserves the right to approve such amendments by motion.

SECTION 3. The Revised Disciplinary Rules amend and supplement the Prior Disciplinary Rules and supersedes and replaces in its entirety the Prior Disciplinary Rules. To the extent that the provisions of the Revised Disciplinary Rules conflict with the Prior Disciplinary Rules, the Revised Disciplinary Rules shall control.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of November 2023.

ATTEST:

**MAGNOLIA WEST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Revised Disciplinary Rules

EXHIBIT A

Revised Disciplinary Rules

SUSPENSION AND TERMINATION OF ACCESS RULE

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

Effective Date: November 7, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on November 7, 2023, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Magnolia West Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded and are replaced in its entirety with the following, for any violations occurring after the Effective Date stated above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Automatic Extension of Suspension for Non-Payment. Unless there is an

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

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

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

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

Tab 9

REBATE REPORT
Magnolia West Community
Development District
(City of Green Cove Springs, Florida)
\$8,440,000
Special Assessment Bonds
Series 2006

Dated: October 1, 2006
Delivered: October 13, 2006

Rebate Report to the Computation Date
October 12, 2021
Reflecting Activity To
October 12, 2021



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AMTEC

American Municipal Tax-Exempt Compliance

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September 28, 2023

Magnolia West Community Development District
c/o Ms. Shandra Torres
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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

Dear Ms. Torres:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Magnolia West Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986 (the "Code"), as amended, and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Caitlyn C. McGovern
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the October 12, 2021 Computation Date
Reflecting Activity from October 13, 2006 through October 12, 2021

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition/Construction Fund	4.704651%	125,956.41	(37,666.94)
Capitalized Interest Account	4.634225%	15,336.31	(5,125.52)
Debt Service Reserve Fund	1.137772%	40,365.57	(268,852.28)
Totals	2.858310%	\$181,658.29	\$(311,644.74)
Bond Yield	5.360119%		
Rebate Computation Credits			(35,153.79)
Net Rebatable Arbitrage			\$(346,798.53)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For the purpose of computing Rebatable Arbitrage, investment activity is reflected from October 13, 2006, the date of the closing, to October 12, 2021, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of October 12, 2021.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between October 13, 2006 and October 12, 2021, the District made periodic payments into the Interest, Principal, and Sinking Funds that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Interest, Principal, and Sinking Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

October 12, 2021.

7. Computation Period

The period beginning on October 13, 2006, the date of the closing, and ending on October 12, 2021, the Computation Date.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Account Name	Account Number
Interest	7916922
Debt Service Reserve	7916923
Acquisition/Construction	7916924
Deferred Costs	7916925
Bond Redemption Prepayment	7916926
Bond Redemption General	7916927
Sinking	7916928
Revenue	7916929
Principal	7917393

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage as of October 12, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 12, 2021. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 12, 2021, is the Rebatable Arbitrage.

Magnolia West Community Development District
(City of Green Cove Springs, Florida)
\$8,440,000
Special Assessment Bonds
Series 2006
Delivered: October 13, 2006

Sources of Funds

Par Amount	\$8,440,000.00
Underwriter's Discount	-126,600.00
Original Issue Discount	-10,550.00
Accrued Interest	15,051.33
Total	\$8,317,901.33

Uses of Funds

Acquisition and Construction Fund	\$7,299,321.79
Capitalized Interest Fund	436,484.46
Debt Service Reserve Fund	567,043.75
Interest Account	15,051.33
Total	\$8,317,901.33

PROOF OF ARBITRAGE YIELD

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

Date	Debt Service	Present Value to 10/13/2006 @ 5.3601193%
05/01/2007	263,398.33	255,845.80
11/01/2007	225,770.00	213,572.53
05/01/2008	340,770.00	313,945.60
11/01/2008	222,693.75	199,808.96
05/01/2009	347,693.75	303,820.95
11/01/2009	219,350.00	186,669.07
05/01/2010	349,350.00	289,540.52
11/01/2010	215,872.50	174,244.79
05/01/2011	350,872.50	275,819.97
11/01/2011	212,261.25	162,502.85
05/01/2012	357,261.25	266,372.92
11/01/2012	208,382.50	151,314.06
05/01/2013	358,382.50	253,442.08
11/01/2013	204,370.00	140,754.72
05/01/2014	364,370.00	244,400.63
11/01/2014	200,090.00	130,707.04
05/01/2015	370,090.00	235,447.90
11/01/2015	195,542.50	121,155.33
05/01/2016	375,542.50	226,607.54
11/01/2016	190,727.50	112,083.70
05/01/2017	380,727.50	217,900.02
11/01/2017	185,645.00	103,476.13
05/01/2018	385,645.00	209,343.03
11/01/2018	180,295.00	95,316.56
05/01/2019	390,295.00	200,951.65
11/01/2019	174,677.50	87,588.97
05/01/2020	394,677.50	192,738.61
11/01/2020	168,792.50	80,277.42
05/01/2021	403,792.50	187,030.48
11/01/2021	162,506.25	73,305.76
05/01/2022	407,506.25	179,026.03
11/01/2022	155,952.50	66,724.93
05/01/2023	415,952.50	173,321.89
11/01/2023	148,997.50	60,464.79
05/01/2024	423,997.50	167,571.73
11/01/2024	141,641.25	54,518.15
05/01/2025	431,641.25	161,803.60
11/01/2025	133,883.75	48,877.28
05/01/2026	438,883.75	156,042.36
11/01/2026	125,725.00	43,534.00
05/01/2027	445,725.00	150,309.97
11/01/2027	117,165.00	38,479.78
05/01/2028	457,165.00	146,224.97
11/01/2028	108,070.00	33,664.15
05/01/2029	468,070.00	141,999.61
11/01/2029	98,440.00	29,084.52
05/01/2030	478,440.00	137,667.55
11/01/2030	88,275.00	24,737.50
05/01/2031	488,275.00	133,258.95
11/01/2031	77,575.00	20,619.00
05/01/2032	497,575.00	128,800.70
11/01/2032	66,340.00	16,724.34
05/01/2033	511,340.00	125,544.36
11/01/2033	54,436.25	13,016.36
05/01/2034	524,436.25	122,125.94
11/01/2034	41,863.75	9,494.39
05/01/2035	536,863.75	118,578.80

PROOF OF ARBITRAGE YIELD

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

Date	Debt Service	Present Value to 10/13/2006 @ 5.3601193%
11/01/2035	28,622.50	6,156.93
05/01/2036	548,622.50	114,932.90
11/01/2036	14,712.50	3,001.73
05/01/2037	564,712.50	112,208.55
	17,440,750.83	8,444,501.33

Proceeds Summary

Delivery date	10/13/2006
Par Value	8,440,000.00
Accrued interest	15,051.33
Premium (Discount)	-10,550.00
Target for yield calculation	8,444,501.33

BOND DEBT SERVICE

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

Dated Date 10/01/2006
Delivery Date 10/13/2006

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2007			263,398.33	263,398.33	263,398.33
11/01/2007			225,770.00	225,770.00	
05/01/2008	115,000	5.350%	225,770.00	340,770.00	566,540.00
11/01/2008			222,693.75	222,693.75	
05/01/2009	125,000	5.350%	222,693.75	347,693.75	570,387.50
11/01/2009			219,350.00	219,350.00	
05/01/2010	130,000	5.350%	219,350.00	349,350.00	568,700.00
11/01/2010			215,872.50	215,872.50	
05/01/2011	135,000	5.350%	215,872.50	350,872.50	566,745.00
11/01/2011			212,261.25	212,261.25	
05/01/2012	145,000	5.350%	212,261.25	357,261.25	569,522.50
11/01/2012			208,382.50	208,382.50	
05/01/2013	150,000	5.350%	208,382.50	358,382.50	566,765.00
11/01/2013			204,370.00	204,370.00	
05/01/2014	160,000	5.350%	204,370.00	364,370.00	568,740.00
11/01/2014			200,090.00	200,090.00	
05/01/2015	170,000	5.350%	200,090.00	370,090.00	570,180.00
11/01/2015			195,542.50	195,542.50	
05/01/2016	180,000	5.350%	195,542.50	375,542.50	571,085.00
11/01/2016			190,727.50	190,727.50	
05/01/2017	190,000	5.350%	190,727.50	380,727.50	571,455.00
11/01/2017			185,645.00	185,645.00	
05/01/2018	200,000	5.350%	185,645.00	385,645.00	571,290.00
11/01/2018			180,295.00	180,295.00	
05/01/2019	210,000	5.350%	180,295.00	390,295.00	570,590.00
11/01/2019			174,677.50	174,677.50	
05/01/2020	220,000	5.350%	174,677.50	394,677.50	569,355.00
11/01/2020			168,792.50	168,792.50	
05/01/2021	235,000	5.350%	168,792.50	403,792.50	572,585.00
11/01/2021			162,506.25	162,506.25	
05/01/2022	245,000	5.350%	162,506.25	407,506.25	570,012.50
11/01/2022			155,952.50	155,952.50	
05/01/2023	260,000	5.350%	155,952.50	415,952.50	571,905.00
11/01/2023			148,997.50	148,997.50	
05/01/2024	275,000	5.350%	148,997.50	423,997.50	572,995.00
11/01/2024			141,641.25	141,641.25	
05/01/2025	290,000	5.350%	141,641.25	431,641.25	573,282.50
11/01/2025			133,883.75	133,883.75	
05/01/2026	305,000	5.350%	133,883.75	438,883.75	572,767.50
11/01/2026			125,725.00	125,725.00	
05/01/2027	320,000	5.350%	125,725.00	445,725.00	571,450.00
11/01/2027			117,165.00	117,165.00	
05/01/2028	340,000	5.350%	117,165.00	457,165.00	574,330.00
11/01/2028			108,070.00	108,070.00	
05/01/2029	360,000	5.350%	108,070.00	468,070.00	576,140.00
11/01/2029			98,440.00	98,440.00	
05/01/2030	380,000	5.350%	98,440.00	478,440.00	576,880.00
11/01/2030			88,275.00	88,275.00	
05/01/2031	400,000	5.350%	88,275.00	488,275.00	576,550.00
11/01/2031			77,575.00	77,575.00	
05/01/2032	420,000	5.350%	77,575.00	497,575.00	575,150.00
11/01/2032			66,340.00	66,340.00	
05/01/2033	445,000	5.350%	66,340.00	511,340.00	577,680.00
11/01/2033			54,436.25	54,436.25	
05/01/2034	470,000	5.350%	54,436.25	524,436.25	578,872.50
11/01/2034			41,863.75	41,863.75	

BOND DEBT SERVICE

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

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2035	495,000	5.350%	41,863.75	536,863.75	578,727.50
11/01/2035			28,622.50	28,622.50	
05/01/2036	520,000	5.350%	28,622.50	548,622.50	577,245.00
11/01/2036			14,712.50	14,712.50	
05/01/2037	550,000	5.350%	14,712.50	564,712.50	579,425.00
	8,440,000		9,000,750.83	17,440,750.83	17,440,750.83

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Acquisition/Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/13/06	Beg Bal	-7,299,321.79	-16,136,229.68
10/18/06		5,500.00	12,149.63
10/24/06		44,000.00	97,111.42
10/31/06		5,000.00	11,025.66
11/02/06		17,845.76	39,340.71
11/14/06		12,500.00	27,507.52
11/14/06		15,000.00	33,009.02
11/27/06		3,256.00	7,151.49
12/01/06		28,084.28	61,648.13
12/01/06		7,060.42	15,498.41
12/13/06		5,000.00	10,956.22
12/14/06		4,750,638.47	10,408,281.33
01/02/07		17,754.75	38,796.54
02/05/07		9,731.54	21,161.88
02/15/07		7,611.86	16,528.19
02/15/07		2,189.03	4,753.20
02/22/07		324.54	703.97
03/02/07		1,004.73	2,176.20
03/02/07		8,821.81	19,107.66
03/21/07		488,351.51	1,054,799.31
04/03/07		9,066.47	19,548.34
05/02/07		7,501.59	16,105.50
05/22/07		4,272.32	9,145.52
06/04/07		7,601.74	16,243.97
07/03/07		7,212.11	15,345.85
07/12/07		-4,272.32	-9,078.58
07/13/07		4,272.32	9,077.25
08/02/07		7,563.30	16,024.68
08/22/07		1,947,612.91	4,114,379.77
09/05/07		4,773.06	10,063.96
12/04/07		1,673.91	3,483.57
12/04/07		-1,673.91	-3,483.57
01/03/08		1,597.46	3,310.34
01/03/08		-1,597.46	-3,310.34
02/04/08		1,336.99	2,757.99
02/04/08		-1,336.99	-2,757.99
03/04/08		943.35	1,937.42
03/04/08		-943.35	-1,937.42
04/02/08		621.38	1,270.93
04/02/08		-621.38	-1,270.93
05/02/08		735.72	1,498.17
05/02/08		-735.72	-1,498.17

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Acquisition/Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
06/03/08		718.41	1,456.27
06/03/08		-718.41	-1,456.27

10/12/21	TOTALS:	125,956.41	-37,666.94

ISSUE DATE:	10/13/06	REBATABLE ARBITRAGE:	-37,666.94
COMP DATE:	10/12/21	NET INCOME:	125,956.41
BOND YIELD:	5.360119%	TAX INV YIELD:	4.704651%

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/13/06	Beg Bal	-436,484.46	-964,913.41
11/02/06		1,070.47	2,359.83
11/02/06		-1,390.67	-3,065.71
11/02/06		1,390.67	3,065.71
12/01/06		1,695.74	3,722.34
12/01/06		-2,203.01	-4,835.85
12/04/06		2,203.01	4,833.72
01/02/07		1,735.45	3,792.19
01/02/07		-2,253.40	-4,923.98
01/02/07		2,253.40	4,923.98
02/05/07		1,732.80	3,768.09
02/05/07		-2,251.12	-4,895.21
02/05/07		2,251.12	4,895.21
03/02/07		1,574.23	3,409.71
03/02/07		-2,045.10	-4,429.60
03/05/07		2,045.10	4,427.65
04/03/07		1,745.97	3,764.51
04/03/07		-2,267.18	-4,888.30
04/04/07		2,267.18	4,887.58
05/01/07		248,347.00	533,265.82
05/02/07		1,677.81	3,602.17
05/02/07		-2,179.29	-4,678.82
05/03/07		2,179.29	4,678.13
06/04/07		733.50	1,567.40
06/04/07		-2,209.95	-4,722.39
06/04/07		2,209.95	4,722.39
07/03/07		696.68	1,482.39
07/03/07		-2,099.79	-4,467.91
07/05/07		2,099.79	4,466.60
08/02/07		731.13	1,549.08
08/02/07		-2,202.04	-4,665.55
08/03/07		2,202.04	4,664.87
09/05/07		660.22	1,392.07
09/05/07		-1,989.05	-4,193.90
09/06/07		1,989.05	4,193.28
10/02/07		622.31	1,306.94
10/02/07		-1,995.43	-4,190.69
10/03/07		1,995.43	4,190.08
11/01/07		188,137.46	393,435.91
11/02/07		659.36	1,378.66
11/02/07		-1,986.62	-4,153.84

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
11/05/07		1,986.62	4,152.01
12/04/07		0.64	1.33

10/12/21	TOTALS:	15,336.31	-5,125.52

ISSUE DATE:	10/13/06	REBATABLE ARBITRAGE:	-5,125.52
COMP DATE:	10/12/21	NET INCOME:	15,336.31
BOND YIELD:	5.360119%	TAX INV YIELD:	4.634225%

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/13/06	Beg Bal	-567,043.75	-1,253,534.02
11/02/06		1,390.67	3,065.71
12/01/06		2,203.01	4,835.85
01/02/07		2,253.40	4,923.98
02/05/07		2,251.12	4,895.21
03/02/07		2,045.10	4,429.60
04/03/07		2,267.18	4,888.30
05/02/07		2,179.29	4,678.82
06/04/07		2,209.95	4,722.39
07/03/07		2,099.79	4,467.91
08/02/07		2,202.04	4,665.55
09/05/07		1,989.05	4,193.90
10/02/07		1,995.43	4,190.69
11/02/07		1,986.62	4,153.84
12/04/07		1,673.91	3,483.57
01/03/08		1,597.46	3,310.34
02/04/08		1,336.99	2,757.99
03/04/08		943.35	1,937.42
04/02/08		621.38	1,270.93
05/01/08		8,282.00	16,867.39
05/02/08		735.72	1,498.17
06/03/08		718.41	1,456.27
07/02/08		700.13	1,413.18
08/04/08		697.30	1,400.87
09/03/08		679.27	1,358.85
10/02/08		443.13	882.69
11/04/08		51.88	102.86
12/02/08		6.86	13.54
01/05/09		1.86	3.65
02/03/09		15.73	30.78
03/03/09		37.30	72.67
04/02/09		28.84	55.95
05/04/09		7.90	15.25
10/29/09		27.90	52.50
11/02/09		7,844.75	14,756.03
10/28/10		5.25	9.37
11/01/10		8,243.55	14,709.45
11/01/10		323.75	577.69
11/02/10		49.04	87.49
05/11/11		134,202.03	232,871.80
10/31/11		215,587.05	364,918.86
12/02/11		660.00	1,111.93
12/02/11		1,445.00	2,434.44
12/02/11		1,360.00	2,291.24
12/02/11		325.00	547.54
03/01/12		100.00	166.28
03/01/12		840.00	1,396.79

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
05/24/12		539.50	886.23
06/21/12		1,177.11	1,925.97
10/08/13		25,569.88	39,062.65
10/08/13		-7,552.13	-11,537.26
10/22/13		387.50	590.76
10/30/13		1,585.03	2,413.61
11/04/13		16,115.00	24,524.73
11/06/13		4,008.00	6,097.81
12/03/13		3,196.00	4,843.18
12/12/13		977.32	1,479.06
12/23/13		4,590.48	6,935.94
12/26/13		2,000.00	3,020.55
01/15/15		9,685.88	13,835.99
01/27/15		12,994.74	18,529.89
02/06/15		3,708.00	5,280.45
02/18/15		-14,225.26	-20,222.07
04/08/15		8,314.12	11,732.51
04/08/15		40,739.63	57,489.93
08/30/17		1,018.25	1,265.97
10/20/17		9,563.00	11,802.46
10/31/17		6,254.00	7,707.23
11/09/17		15,012.38	18,476.32
08/08/18		108.14	127.93
11/01/18		6,290.99	7,352.30
05/08/19		655.00	744.75
08/02/19		317.94	357.07
08/08/19		737.95	828.05
11/01/19		733.09	812.62
05/01/20		298.91	322.69
08/10/20		317.32	337.62
11/03/20		1,042.88	1,096.14
05/03/21		76.20	78.00
08/09/21		2.11	2.13
10/12/21	DSRF MMkt Acc	0.07	0.07
10/12/21	DSRF MMkt Bal	34,504.90	34,504.90

10/12/21	TOTALS:	40,365.57	-268,852.28

ISSUE DATE:	10/13/06	REBATABLE ARBITRAGE:	-268,852.28
COMP DATE:	10/12/21	NET INCOME:	40,365.57
BOND YIELD:	5.360119%	TAX INV YIELD:	1.137772%

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

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/12/07		-1,400.00	-2,935.89
10/12/08		-1,430.00	-2,844.30
10/12/09		-1,490.00	-2,810.95
10/12/10		-1,500.00	-2,684.02
10/12/11		-1,520.00	-2,579.68
10/12/12		-1,550.00	-2,495.06
10/12/13		-1,590.00	-2,427.59
10/12/14		-1,620.00	-2,345.96
10/12/15		-1,650.00	-2,266.30
10/12/16		-1,650.00	-2,149.54
10/12/17		-1,670.00	-2,063.50
10/12/18		-1,700.00	-1,992.35
10/12/19		-1,730.00	-1,923.05
10/12/20		-1,760.00	-1,855.60
10/12/21		-1,780.00	-1,780.00

10/12/21	TOTALS:	-24,040.00	-35,153.79

ISSUE DATE: 10/13/06 REBATABLE ARBITRAGE: -35,153.79			
COMP DATE: 10/12/21			
BOND YIELD: 5.360119%			

REBATE REPORT
Magnolia West Community
Development District
(City of Green Cove Springs, Florida)
\$8,440,000
Special Assessment Bonds
Series 2006

Dated: October 1, 2006
Delivered: October 13, 2006

Rebate Report to the Computation Date
October 12, 2026
Reflecting Activity To
July 31, 2023



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AMTEC

American Municipal Tax-Exempt Compliance

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Avon, CT 06001
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www.amteccorp.com

September 28, 2023

Magnolia West Community Development District
c/o Ms. Shandra Torres
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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

Dear Ms. Torres:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Magnolia West Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986 (the "Code"), as amended, and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of September 30, 2024. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Caitlyn C. McGovern
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the October 12, 2026 Computation Date
Reflecting Activity from October 13, 2006 through July 31, 2023

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition/Construction Fund	4.704651%	125,956.41	(49,070.60)
Capitalized Interest Account	4.634225%	15,336.31	(6,677.27)
Debt Service Reserve Fund	1.150639%	41,565.23	(352,632.28)
Totals	2.853240%	\$182,857.95	\$(408,380.15)
Bond Yield	5.360119%		
Rebate Computation Credits			(48,057.81)
Net Rebatable Arbitrage			\$(456,437.96)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For the purpose of computing Rebatale Arbitrage, investment activity is reflected from October 13, 2006, the date of the closing, to July 31, 2023, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of October 12, 2026.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between October 13, 2006 and July 31, 2023, the District made periodic payments into the Interest, Principal, and Sinking Funds that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Interest, Principal, and Sinking Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

October 12, 2026.

7. Computation Period

The period beginning on October 13, 2006, the date of the closing, and ending on July 31, 2023.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Account Name	Account Number
Interest	7916922
Debt Service Reserve	7916923
Acquisition/Construction	7916924
Deferred Costs	7916925
Bond Redemption Prepayment	7916926
Bond Redemption General	7916927
Sinking	7916928
Revenue	7916929
Principal	7917393

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage as of July 31, 2023, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 12, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 12, 2026, is the Rebatable Arbitrage.

Magnolia West Community Development District
(City of Green Cove Springs, Florida)
\$8,440,000
Special Assessment Bonds
Series 2006
Delivered: October 13, 2006

Sources of Funds

Par Amount	\$8,440,000.00
Underwriter's Discount	-126,600.00
Original Issue Discount	-10,550.00
Accrued Interest	15,051.33
Total	\$8,317,901.33

Uses of Funds

Acquisition and Construction Fund	\$7,299,321.79
Capitalized Interest Fund	436,484.46
Debt Service Reserve Fund	567,043.75
Interest Account	15,051.33
Total	\$8,317,901.33

PROOF OF ARBITRAGE YIELD

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

Date	Debt Service	Present Value to 10/13/2006 @ 5.3601193%
05/01/2007	263,398.33	255,845.80
11/01/2007	225,770.00	213,572.53
05/01/2008	340,770.00	313,945.60
11/01/2008	222,693.75	199,808.96
05/01/2009	347,693.75	303,820.95
11/01/2009	219,350.00	186,669.07
05/01/2010	349,350.00	289,540.52
11/01/2010	215,872.50	174,244.79
05/01/2011	350,872.50	275,819.97
11/01/2011	212,261.25	162,502.85
05/01/2012	357,261.25	266,372.92
11/01/2012	208,382.50	151,314.06
05/01/2013	358,382.50	253,442.08
11/01/2013	204,370.00	140,754.72
05/01/2014	364,370.00	244,400.63
11/01/2014	200,090.00	130,707.04
05/01/2015	370,090.00	235,447.90
11/01/2015	195,542.50	121,155.33
05/01/2016	375,542.50	226,607.54
11/01/2016	190,727.50	112,083.70
05/01/2017	380,727.50	217,900.02
11/01/2017	185,645.00	103,476.13
05/01/2018	385,645.00	209,343.03
11/01/2018	180,295.00	95,316.56
05/01/2019	390,295.00	200,951.65
11/01/2019	174,677.50	87,588.97
05/01/2020	394,677.50	192,738.61
11/01/2020	168,792.50	80,277.42
05/01/2021	403,792.50	187,030.48
11/01/2021	162,506.25	73,305.76
05/01/2022	407,506.25	179,026.03
11/01/2022	155,952.50	66,724.93
05/01/2023	415,952.50	173,321.89
11/01/2023	148,997.50	60,464.79
05/01/2024	423,997.50	167,571.73
11/01/2024	141,641.25	54,518.15
05/01/2025	431,641.25	161,803.60
11/01/2025	133,883.75	48,877.28
05/01/2026	438,883.75	156,042.36
11/01/2026	125,725.00	43,534.00
05/01/2027	445,725.00	150,309.97
11/01/2027	117,165.00	38,479.78
05/01/2028	457,165.00	146,224.97
11/01/2028	108,070.00	33,664.15
05/01/2029	468,070.00	141,999.61
11/01/2029	98,440.00	29,084.52
05/01/2030	478,440.00	137,667.55
11/01/2030	88,275.00	24,737.50
05/01/2031	488,275.00	133,258.95
11/01/2031	77,575.00	20,619.00
05/01/2032	497,575.00	128,800.70
11/01/2032	66,340.00	16,724.34
05/01/2033	511,340.00	125,544.36
11/01/2033	54,436.25	13,016.36
05/01/2034	524,436.25	122,125.94
11/01/2034	41,863.75	9,494.39
05/01/2035	536,863.75	118,578.80

PROOF OF ARBITRAGE YIELD

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

Date	Debt Service	Present Value to 10/13/2006 @ 5.3601193%
11/01/2035	28,622.50	6,156.93
05/01/2036	548,622.50	114,932.90
11/01/2036	14,712.50	3,001.73
05/01/2037	564,712.50	112,208.55
	17,440,750.83	8,444,501.33

Proceeds Summary

Delivery date	10/13/2006
Par Value	8,440,000.00
Accrued interest	15,051.33
Premium (Discount)	-10,550.00
Target for yield calculation	8,444,501.33

BOND DEBT SERVICE

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

Dated Date 10/01/2006
Delivery Date 10/13/2006

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2007			263,398.33	263,398.33	263,398.33
11/01/2007			225,770.00	225,770.00	
05/01/2008	115,000	5.350%	225,770.00	340,770.00	566,540.00
11/01/2008			222,693.75	222,693.75	
05/01/2009	125,000	5.350%	222,693.75	347,693.75	570,387.50
11/01/2009			219,350.00	219,350.00	
05/01/2010	130,000	5.350%	219,350.00	349,350.00	568,700.00
11/01/2010			215,872.50	215,872.50	
05/01/2011	135,000	5.350%	215,872.50	350,872.50	566,745.00
11/01/2011			212,261.25	212,261.25	
05/01/2012	145,000	5.350%	212,261.25	357,261.25	569,522.50
11/01/2012			208,382.50	208,382.50	
05/01/2013	150,000	5.350%	208,382.50	358,382.50	566,765.00
11/01/2013			204,370.00	204,370.00	
05/01/2014	160,000	5.350%	204,370.00	364,370.00	568,740.00
11/01/2014			200,090.00	200,090.00	
05/01/2015	170,000	5.350%	200,090.00	370,090.00	570,180.00
11/01/2015			195,542.50	195,542.50	
05/01/2016	180,000	5.350%	195,542.50	375,542.50	571,085.00
11/01/2016			190,727.50	190,727.50	
05/01/2017	190,000	5.350%	190,727.50	380,727.50	571,455.00
11/01/2017			185,645.00	185,645.00	
05/01/2018	200,000	5.350%	185,645.00	385,645.00	571,290.00
11/01/2018			180,295.00	180,295.00	
05/01/2019	210,000	5.350%	180,295.00	390,295.00	570,590.00
11/01/2019			174,677.50	174,677.50	
05/01/2020	220,000	5.350%	174,677.50	394,677.50	569,355.00
11/01/2020			168,792.50	168,792.50	
05/01/2021	235,000	5.350%	168,792.50	403,792.50	572,585.00
11/01/2021			162,506.25	162,506.25	
05/01/2022	245,000	5.350%	162,506.25	407,506.25	570,012.50
11/01/2022			155,952.50	155,952.50	
05/01/2023	260,000	5.350%	155,952.50	415,952.50	571,905.00
11/01/2023			148,997.50	148,997.50	
05/01/2024	275,000	5.350%	148,997.50	423,997.50	572,995.00
11/01/2024			141,641.25	141,641.25	
05/01/2025	290,000	5.350%	141,641.25	431,641.25	573,282.50
11/01/2025			133,883.75	133,883.75	
05/01/2026	305,000	5.350%	133,883.75	438,883.75	572,767.50
11/01/2026			125,725.00	125,725.00	
05/01/2027	320,000	5.350%	125,725.00	445,725.00	571,450.00
11/01/2027			117,165.00	117,165.00	
05/01/2028	340,000	5.350%	117,165.00	457,165.00	574,330.00
11/01/2028			108,070.00	108,070.00	
05/01/2029	360,000	5.350%	108,070.00	468,070.00	576,140.00
11/01/2029			98,440.00	98,440.00	
05/01/2030	380,000	5.350%	98,440.00	478,440.00	576,880.00
11/01/2030			88,275.00	88,275.00	
05/01/2031	400,000	5.350%	88,275.00	488,275.00	576,550.00
11/01/2031			77,575.00	77,575.00	
05/01/2032	420,000	5.350%	77,575.00	497,575.00	575,150.00
11/01/2032			66,340.00	66,340.00	
05/01/2033	445,000	5.350%	66,340.00	511,340.00	577,680.00
11/01/2033			54,436.25	54,436.25	
05/01/2034	470,000	5.350%	54,436.25	524,436.25	578,872.50
11/01/2034			41,863.75	41,863.75	

BOND DEBT SERVICE

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

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2035	495,000	5.350%	41,863.75	536,863.75	578,727.50
11/01/2035			28,622.50	28,622.50	
05/01/2036	520,000	5.350%	28,622.50	548,622.50	577,245.00
11/01/2036			14,712.50	14,712.50	
05/01/2037	550,000	5.350%	14,712.50	564,712.50	579,425.00
	8,440,000		9,000,750.83	17,440,750.83	17,440,750.83

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Acquisition/Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/13/06	Beg Bal	-7,299,321.79	-21,021,475.21
10/18/06		5,500.00	15,827.94
10/24/06		44,000.00	126,511.91
10/31/06		5,000.00	14,363.69
11/02/06		17,845.76	51,251.11
11/14/06		12,500.00	35,835.42
11/14/06		15,000.00	43,002.51
11/27/06		3,256.00	9,316.60
12/01/06		28,084.28	80,312.11
12/01/06		7,060.42	20,190.55
12/13/06		5,000.00	14,273.22
12/14/06		4,750,638.47	13,559,389.79
01/02/07		17,754.75	50,542.20
02/05/07		9,731.54	27,568.64
02/15/07		7,611.86	21,532.10
02/15/07		2,189.03	6,192.23
02/22/07		324.54	917.10
03/02/07		1,004.73	2,835.05
03/02/07		8,821.81	24,892.50
03/21/07		488,351.51	1,374,139.93
04/03/07		9,066.47	25,466.60
05/02/07		7,501.59	20,981.45
05/22/07		4,272.32	11,914.33
06/04/07		7,601.74	21,161.83
07/03/07		7,212.11	19,991.80
07/12/07		-4,272.32	-11,827.12
07/13/07		4,272.32	11,825.38
08/02/07		7,563.30	20,876.15
08/22/07		1,947,612.91	5,360,008.75
09/05/07		4,773.06	13,110.83
12/04/07		1,673.91	4,538.23
12/04/07		-1,673.91	-4,538.23
01/03/08		1,597.46	4,312.54
01/03/08		-1,597.46	-4,312.54
02/04/08		1,336.99	3,592.97
02/04/08		-1,336.99	-3,592.97
03/04/08		943.35	2,523.97
03/04/08		-943.35	-2,523.97
04/02/08		621.38	1,655.70
04/02/08		-621.38	-1,655.70
05/02/08		735.72	1,951.74
05/02/08		-735.72	-1,951.74

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Acquisition/Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
06/03/08		718.41	1,897.16
06/03/08		-718.41	-1,897.16

10/12/26	TOTALS:	125,956.41	-49,070.60

ISSUE DATE:	10/13/06	REBATABLE ARBITRAGE:	-49,070.60
COMP DATE:	10/12/26	NET INCOME:	125,956.41
BOND YIELD:	5.360119%	TAX INV YIELD:	4.704651%

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/13/06	Beg Bal	-436,484.46	-1,257,041.07
11/02/06		1,070.47	3,074.28
11/02/06		-1,390.67	-3,993.86
11/02/06		1,390.67	3,993.86
12/01/06		1,695.74	4,849.28
12/01/06		-2,203.01	-6,299.91
12/04/06		2,203.01	6,297.13
01/02/07		1,735.45	4,940.28
01/02/07		-2,253.40	-6,414.72
01/02/07		2,253.40	6,414.72
02/05/07		1,732.80	4,908.88
02/05/07		-2,251.12	-6,377.23
02/05/07		2,251.12	6,377.23
03/02/07		1,574.23	4,442.00
03/02/07		-2,045.10	-5,770.66
03/05/07		2,045.10	5,768.12
04/03/07		1,745.97	4,904.21
04/03/07		-2,267.18	-6,368.23
04/04/07		2,267.18	6,367.29
05/01/07		248,347.00	694,712.12
05/02/07		1,677.81	4,692.72
05/02/07		-2,179.29	-6,095.33
05/03/07		2,179.29	6,094.43
06/04/07		733.50	2,041.93
06/04/07		-2,209.95	-6,152.09
06/04/07		2,209.95	6,152.09
07/03/07		696.68	1,931.18
07/03/07		-2,099.79	-5,820.57
07/05/07		2,099.79	5,818.86
08/02/07		731.13	2,018.06
08/02/07		-2,202.04	-6,078.05
08/03/07		2,202.04	6,077.16
09/05/07		660.22	1,813.52
09/05/07		-1,989.05	-5,463.60
09/06/07		1,989.05	5,462.80
10/02/07		622.31	1,702.62
10/02/07		-1,995.43	-5,459.42
10/03/07		1,995.43	5,458.62
11/01/07		188,137.46	512,548.68
11/02/07		659.36	1,796.05
11/02/07		-1,986.62	-5,411.41

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
11/05/07		1,986.62	5,409.03
12/04/07		0.64	1.74

10/12/26	TOTALS:	15,336.31	-6,677.27

ISSUE DATE:	10/13/06	REBATABLE ARBITRAGE:	-6,677.27
COMP DATE:	10/12/26	NET INCOME:	15,336.31
BOND YIELD:	5.360119%	TAX INV YIELD:	4.634225%

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/13/06	Beg Bal	-567,043.75	-1,633,041.60
11/02/06		1,390.67	3,993.86
12/01/06		2,203.01	6,299.91
01/02/07		2,253.40	6,414.72
02/05/07		2,251.12	6,377.23
03/02/07		2,045.10	5,770.66
04/03/07		2,267.18	6,368.23
05/02/07		2,179.29	6,095.33
06/04/07		2,209.95	6,152.09
07/03/07		2,099.79	5,820.57
08/02/07		2,202.04	6,078.05
09/05/07		1,989.05	5,463.60
10/02/07		1,995.43	5,459.42
11/02/07		1,986.62	5,411.41
12/04/07		1,673.91	4,538.23
01/03/08		1,597.46	4,312.54
02/04/08		1,336.99	3,592.97
03/04/08		943.35	2,523.97
04/02/08		621.38	1,655.70
05/01/08		8,282.00	21,973.99
05/02/08		735.72	1,951.74
06/03/08		718.41	1,897.16
07/02/08		700.13	1,841.03
08/04/08		697.30	1,824.98
09/03/08		679.27	1,770.24
10/02/08		443.13	1,149.92
11/04/08		51.88	134.00
12/02/08		6.86	17.65
01/05/09		1.86	4.76
02/03/09		15.73	40.10
03/03/09		37.30	94.67
04/02/09		28.84	72.89
05/04/09		7.90	19.87
10/29/09		27.90	68.40
11/02/09		7,844.75	19,223.42
10/28/10		5.25	12.21
11/01/10		8,243.55	19,162.73
11/01/10		323.75	752.58
11/02/10		49.04	113.98
05/11/11		134,202.03	303,373.77
10/31/11		215,587.05	475,398.08
12/02/11		660.00	1,448.56
12/02/11		1,445.00	3,171.47
12/02/11		1,360.00	2,984.91
12/02/11		325.00	713.31
03/01/12		100.00	216.63
03/01/12		840.00	1,819.67

Magnolia West Community Development District
 (City of Green Cove Springs, Florida)
 \$8,440,000
 Special Assessment Bonds
 Series 2006
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
05/24/12		539.50	1,154.54
06/21/12		1,177.11	2,509.06
10/08/13		25,569.88	50,888.88
10/08/13		-7,552.13	-15,030.16
10/22/13		387.50	769.61
10/30/13		1,585.03	3,144.33
11/04/13		16,115.00	31,949.60
11/06/13		4,008.00	7,943.93
12/03/13		3,196.00	6,309.45
12/12/13		977.32	1,926.85
12/23/13		4,590.48	9,035.80
12/26/13		2,000.00	3,935.02
01/15/15		9,685.88	18,024.83
01/27/15		12,994.74	24,139.82
02/06/15		3,708.00	6,879.10
02/18/15		-14,225.26	-26,344.30
04/08/15		8,314.12	15,284.53
04/08/15		40,739.63	74,895.01
08/30/17		1,018.25	1,649.24
10/20/17		9,563.00	15,375.66
10/31/17		6,254.00	10,040.59
11/09/17		15,012.38	24,070.03
08/08/18		108.14	166.67
11/01/18		6,290.99	9,578.21
05/08/19		655.00	970.23
08/02/19		317.94	465.18
08/08/19		737.95	1,078.74
11/01/19		733.09	1,058.65
05/01/20		298.91	420.39
08/10/20		317.32	439.83
11/03/20		1,042.88	1,428.00
05/03/21		76.20	101.62
08/09/21		2.11	2.77
11/01/21		1,348.14	1,751.39
05/02/22		98.23	124.26
08/10/22		58.79	73.31
11/01/22		2,111.66	2,601.96
05/01/23		614.21	737.07
07/31/23	DSRF MMkt Bal	31,349.52	37,131.46
07/31/23	DSRF MMkt Acc	124.08	146.96

10/12/26	TOTALS:	41,565.23	-352,632.28

ISSUE DATE:	10/13/06	REBATABLE ARBITRAGE:	-352,632.28
COMP DATE:	10/12/26	NET INCOME:	41,565.23
BOND YIELD:	5.360119%	TAX INV YIELD:	1.150639%

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

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.360119%)
10/12/07		-1,400.00	-3,824.73
10/12/08		-1,430.00	-3,705.41
10/12/09		-1,490.00	-3,661.96
10/12/10		-1,500.00	-3,496.61
10/12/11		-1,520.00	-3,360.68
10/12/12		-1,550.00	-3,250.45
10/12/13		-1,590.00	-3,162.54
10/12/14		-1,620.00	-3,056.20
10/12/15		-1,650.00	-2,952.42
10/12/16		-1,650.00	-2,800.31
10/12/17		-1,670.00	-2,688.23
10/12/18		-1,700.00	-2,595.53
10/12/19		-1,730.00	-2,505.25
10/12/20		-1,760.00	-2,417.39
10/12/21		-1,780.00	-2,318.90
10/12/22		-1,830.00	-2,261.21

10/12/26	TOTALS:	-25,870.00	-48,057.81

ISSUE DATE: 10/13/06 REBATABLE ARBITRAGE: -48,057.81
 COMP DATE: 10/12/26
 BOND YIELD: 5.360119%

Tab 10



9/26/2023

Lesley Gallagher
MAGNOLIA WEST CDD
3490 CANYON FALLS DR
GREEN COVE SPRINGS, FL32043
Quote: A910279929

MAGNOLIA WEST CDD:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-331-2909. It's that easy.

Service Details**SMALL CONTAINERS****Price Adjustment**

Equipment Qty/Type/Size:	1 - 4.0 yard Container	Base Rate:	\$180.00 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$180.00
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
Total Fuel/ Environmental Recovery Fees**	\$87.45
Administrative Fee**	\$5.95
Total Estimated Amount	\$282.40

Melissa Gallihugh
Republic Services

mgallihugh@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	MAGNOLIA WEST CDD
ATTN	Alexis Davis
ADDRESS	3434 COLWELL AVE STE 200
CITY	TAMPA, FL
STATE	
ZIP CODE	33614-8390
TEL. NO.	(904) 436-6270FAX NO.

SITE LOCATION		
SITE NAME	MAGNOLIA WEST CDD	
ADDRESS	3490 CANYON FALLS DR	
CITY	GREEN COVE SPRINGS, FL	
STATE		
SUITE		
ZIP CODE	32043	
TEL. NO.	(904) 436-6270	FAX NO.
AUTHORIZED BY	Lesley Gallagher	TITLE
CONTACT	Lesley Gallagher	TITLE District Manager



AGREEMENT NUMBER	A910279929
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ACCOUNT NUMBER	687-7301
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EMAIL : lgallagher@rizzetta.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	2	FL	4.0 Yd(s)	N	1	P	N	1/ 1/W				N	RH01	10/1/2023		\$180.00	\$241.50		Container Refresh \$9.00	Delivery \$312.50 Exchange \$200.00 Extra Yds \$106.70 Relocate \$265.00 Removal \$219.01	
O	2	FL	4.0 Yd(s)	N	1	P	N	1/ 1/W				N	RH01	9/30/2023		\$280.84					

Republic Services of Florida, Limited Partnership DBA Southland Waste Systems
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
(AUTHORIZED SIGNATURE)

TITLE: _____

BY : _____
(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

TITLE: _____

DATE OF AGREEMENT

COMMENTS:

Delivery Notes:

Safety: No Safety Concerns

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

See reverse for Terms and Conditions

TERMS AND CONDITIONS

1. AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

2. RESPONSIBLE PARTY. "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

3. TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

4. TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

5. DEFINITIONS. "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE. Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

7. PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

8. ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

9. SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

10. RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

13. SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:

Tab 11



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Magnolia West 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 nearly 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.

Quotation being provided for:

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123681

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$2,050,103
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$8,000

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

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$12,762

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.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	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.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	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
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

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

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

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



PREMIUM SUMMARY

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123681

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$12,762
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,458
Public Officials and Employment Practices Liability	\$2,829
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$19,049

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:

(None)



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., 10/01/2023, 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 West 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, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$2,050,103	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$8,000	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: _____ Date: _____

Name: _____

Title: _____

**Magnolia West Community Development District**

Policy No.: 100123681
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
1	Pool In Ground w/Splash Pad Pumps & Equipment		2007	10/01/2023	\$438,900		\$438,900		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
2	Pool Furniture in the Open and Grill		2007	10/01/2023	\$37,500		\$37,500		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
3	Gazebo		2007	10/01/2023	\$24,019		\$24,019		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Frame	10/01/2024					
	Pyramid hip			Asphalt shingles					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
4	Recreational Court with Fence, Shade Structure, and lights		2007	10/01/2023	\$45,580		\$45,580		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Non combustible	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
5	Playground Equipment		2007	10/01/2023	\$25,000		\$25,000		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Non combustible	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
6	Fence - Wrought Iron		2007	10/01/2023	\$27,040		\$27,040		
	Canyon Falls Drive Green Cove Springs FL 32043		Non combustible	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced	Roof Yr Blt
7	Street Lights @ parking lot		2007	10/01/2023	\$25,000		\$25,000		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Non combustible	10/01/2024					

Sign: _____

Print Name: _____

Date: _____

**Magnolia West Community Development District**

Policy No.: 100123681
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
8	Irrigation Systems		2007	10/01/2023	\$25,000		
	Canyon Falls Drive Green Cove Springs FL 32043		Pump / lift station	10/01/2024		\$25,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
9	Entry Features including sign and fencing and PVC fencing along Medinah and CR 315		2007	10/01/2023	\$67,160		
	Medinah Lane Canyon Falls Drive Green Cove Springs FL 32043		Joisted masonry	10/01/2024		\$67,160	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
10	Amenity Center		2007	10/01/2023	\$1,034,700		
	3490 Canyon Falls Drive Green Cove Springs FL 32043		Frame	10/01/2024	\$131,900	\$1,166,600	
	Complex			Asphalt shingles			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
11	Monument & Lights		2018	10/01/2023	\$64,931		
	Medinah Lane Canyon Falls Drive Green Cove Springs FL 32043		Masonry non combustible	10/01/2024		\$64,931	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
12	Monument & Lights		2018	10/01/2023	\$64,931		
	Medinah Lane Canyon Falls Drive Green Cove Springs FL 32043		Masonry non combustible	10/01/2024		\$64,931	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
13	Perimeter Fencing around Playground		2019	10/01/2023	\$9,176		
	Derby Forest Driver Green Cove Springs FL 32043		Non combustible	10/01/2024		\$9,176	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
14	Playground Equipment		2019	10/01/2023	\$29,266		
	Derby Forest Driver Green Cove Springs FL 32043		Non combustible	10/01/2024		\$29,266	
			Total:	Building Value \$1,918,203	Contents Value \$131,900	Insured Value \$2,050,103	

Sign: _____

Print Name: _____

Date: _____



Inland Marine Schedule

Magnolia West Community Development District

Policy No.: 100123681
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pool Access Equipment - ADA Lift		Other inland marine	10/01/2023 10/01/2024	\$8,000	\$1,000
				Total	\$8,000	

Sign: _____ Print Name: _____ Date: _____