



Rizzetta & Company

# Magnolia Creek Community Development District

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**Board of Supervisors Meeting  
May 2, 2024**

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

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

# MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

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

www.MagnoliaCreekcdd.org

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

**April 25, 2024**

**FINAL AGENDA**

Dear Board Members:

The meeting of the Board of Supervisors of the Magnolia Creek Community Development District will be held on **Thursday, May 2, 2024, at 10:00 a.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, FL 32459**. The following is the **final** agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS IN AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
    1. Presentation of District Manager Report
      1. Registered Voter Count..... Tab 1
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors Meeting held on August 31, 2023..... Tab 2
  - B. Consideration of the Minutes of the Audit Committee Meeting Held on August 31, 2023 ..... Tab 3
  - C. Ratification of Operations and Maintenance Expenditures for the Months of August 2023 – March 2024 ..... Tab 4
  - D. Consideration of Resolution 2024-01, Designating an Assistant Secretary ..... Tab 5
  - E. Consideration of Resolution 2024-02, Setting a Landowner Election Date ..... Tab 6
- 5. BUSINESS ITEMS**
  - A. Presentation of Fiscal Year 2024/2025 Proposed Budget
  - B. Consideration of Resolution 2024-03, Approving of Proposed Fiscal Year 2024/2025 Budget ..... Tab 7
  - C. Consideration of Agreement with HOA for Maintenance of District Property and Improvements ..... Tab 8
  - D. Discussion of Filling Vacant Board Seat
  - E. Discussion of Meeting Schedule
  - F. Discussion of Staff Direction Regarding use of Funds from FPL Easement
  - G. Consideration of Streetlights Proposal ..... Tab 9
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,  
*Holly Bailey*  
Holly Bailey  
District Manager

# **Tab 1**



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

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April 15, 2024

Holly Bailey, District Manager

**Re: Magnolia Creek Community Development District**

**votewalton.gov**

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

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

This letter is in response to your request for the number of registered voters within the Somerset Community Development District as of April 15, 2024, pursuant to Chapter 190.006(3)(a)(2d), Florida Statutes.

We are showing that there were **35** eligible registered voters, including active and inactive, in that district as of April 15, 2024,

Sincerely,

Ryan Messer  
Supervisor of Elections

## **Tab 2**

**MINUTES OF MEETING**

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

**MAGNOLIA CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Magnolia Creek Community Development District was held on **Thursday, August 31, 2023, at 11:00 a.m. (CDT)** at The Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Shelton Stone	<b>Board Supervisor, Chairman</b>
Tom Hidell	<b>Board Supervisor, Assistant Secretary</b>
Grover Short	<b>Board Supervisor, Assistant Secretary</b>
Jason Naumann	<b>Board Supervisor, Assistant Secretary</b>
Douglas Duncan	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Kim O'Mera	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Joseph Brown	<b>District Counsel, Kutak Rock, LLP</b> <i>(Via speakerphone)</i>
Roger Wynn	<b>District Engineer, Moore-Bass Consulting, Inc</b> <i>(Via speakerphone)</i>

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

**Call to Order**

Ms. O'Mera called the meeting to order at 11:00 a.m. (CDT) and conducted roll call, confirming a quorum for the meeting.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda  
Items**

There was no audience present.



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**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the  
Board of Supervisors Meeting held  
June 6, 2023**

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors meeting held on June 6, 2023, for Magnolia Creek Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Ratification of Operations and  
Maintenance Expenditures for the  
Months of May 2023 – July 2023**

General discussion ensued among the Board.

On a Motion by Mr. Stone, seconded by Mr. Hidell, with all in favor, the Board ratified Operations and Maintenance Expenditures for May 2023 in the amount of \$5,950.57, June 2023 in the amount of \$5,861.67, and July 2023 in the amount of \$4,475.87, for Magnolia Creek Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution  
2023-04, Re – Designating a  
Secretary**

On a Motion by Mr. Stone, seconded by Mr. Naumann, with all in favor, the Board of Supervisors Approved Resolution 2023-04, Designating a Secretary, replacing Bob Schleifer, with Scott Brizendine of Rizzetta & Company, to act as agent for Magnolia Creek Community Development District.

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**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution  
2023-08, Designating an  
Assistant Secretary**

On a Motion by Mr. Hidell, seconded by Mr. Stone, with all in favor, the Board of Supervisors Approved Resolution 2023-08, Designating Jason Naumann as Assistant Secretary, for Magnolia Creek Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Recommendation  
of The Audit Committee**

On a Motion by Mr. Stone, seconded by Mr. Hidell, with all in favor, the Board of Supervisors Approved the Recommendation of The Audit Committee to move forward with Berger, Toombs, Elam, Gaines & Frank, for Magnolia Creek Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Discussion and Consideration of  
Utility Easement Request**

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Mr. Brown gave an overview and stated Florida Power & Light (FPL) is planning, at a future date, to install a new transmission line along U. S. Highway 331. He mentioned FPL originally contacted representatives of the previous District Board with an easement request. The packet Mr. Brown presented to the Board shows the proposed area measuring fifteen-foot (15') wide and is limited to transmission and related improvements. Mr. Brown understands FPL is prepared to pay \$175,000 for the easement covering the fifteen-foot (15') wide area within the two (2) depictions presented in the packet. After the installation, FPL will come back with a more defined metes and bounds legal description and that would determine, as he understands, the ultimate compensation. Mr. Brown mentioned that if compensation is slightly less or slightly larger, they are anticipating a prorated change. Mr. Brown suggested that as an alternative to just agreeing with the compensation FPL proposes for this Easement, it would be best to hire counsel who specializes in utility easements, and who could advise and potentially lead the Board into condemnation proceedings. He mentioned that from his understanding the Board's attorney fees would be covered. Mr. Brown recommended that if the Board is interested, it should hire counsel, who could explain the condemnation proceedings and recommend a route to go regarding the easement.

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Mr. Wynn stated the need to verify with Matilda of the City of Freeport Planning Department that the Easement does not create some type of liability with open space or landscaping requirements from the City. He mentioned this would avoid having a counter situation down the road.

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Mr. Brown stated to the Board the need to look at limitations on the use of those funds from the sale of the easement rights.

On a Motion by Mr. Stone, seconded by Mr. Hidell, with all in favor, the Board of Supervisors approved the easement and depictions in substantial form, authorizing Mr. Naumann to finalize and execute the easement in consideration of an amount of not less than \$175,000, for Magnolia Creek Community Development District.

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113 **NINTH ORDER OF BUSINESS** **Public Hearing on Fiscal Year**  
114 **2023-2024 Final Budget**  
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On a motion by Mr. Stone, seconded by Mr. Hidell, with all in favor, the Board of Supervisors opened the Public Hearing on the Fiscal Year 2023-2024 Budget, for Magnolia Creek Community Development District.

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117 There being no audience present, there were no comments.  
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On a motion by Mr. Stone, seconded by Mr. Naumann, with all in favor, the Board of Supervisors closed the Public Hearing on the Fiscal Year 2023-2024 Budget, for Magnolia Creek Community Development District.

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121 **TENTH ORDER OF BUSINESS** **Presentation of the Proposed**  
122 **Final Budget for Fiscal Year**  
123 **2023-2024**  
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125 Ms. O'Mera presented the Proposed Final Budget for Fiscal Year 2023-2024. The  
126 Board had no questions or changes to the Budget.  
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128 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-05,**  
129 **Approving Fiscal Year 2023-2024**  
130 **Final Budget**  
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On a Motion by Mr. Duncan, seconded by Mr. Naumann, with all in favor, the Board of Supervisors Approved Resolution 2023-05, Approving the Fiscal Year 2023-2024 Final Budget, for Magnolia Creek Community Development District.

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133 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-06**  
134 **Imposing Special Assessments and**  
135 **Certifying and Assessment Roll**  
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On a Motion by Mr. Hidell, seconded by Mr. Short, with all in favor, the Board of Supervisors Approved Resolution 2023-06, Imposing Special Assessments and Certifying an Assessment Roll, for Magnolia Creek Community Development District.

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145 **THIRTEENTH ORDER OF BUSINESS** **Acceptance of Addendum to District**  
146 **Management Agreement**  
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On a Motion by Mr. Naumann, seconded by Mr. Hidell, with all in favor, the Board of Supervisors Accepted the Addendum to District Management Agreement, for Magnolia Creek Community Development District.

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149 **FOURTEENTH ORDER OF BUSINESS** **Consideration of FY23/24 Direct**  
150 **Collection Agreements**  
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Mr. Brown gave an overview.

On a Motion by Mr. Stone, seconded by Mr. Short, with all in favor, the Board of Supervisors Accepted the FY23/24 Direct Collection Agreements, for Magnolia Creek Community Development District.

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154 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-07**  
155 **Adopting a Meeting Schedule for**  
156 **Fiscal Year 2023/2024**  
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On a Motion by Mr. Duncan, seconded by Mr. Naumann, with all in favor, the Board of Supervisors Adopted Resolution 2023-07, Adopting a Meeting Schedule for Fiscal Year 2023/2024, for Magnolia Creek Community Development District.

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159 **SIXTEENTH ORDER OF BUSINESS** **Staff Reports**  
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161 **District Counsel**

162 Mr. Brown had nothing to report; however, he asked the Board if they had questions.  
163 There were none.

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165 **District Engineer**

166 Mr. Wynn stated he did not have any reports to report to the Board.  
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168 **District Manager**

169 Ms. O'Mera stated to the Board that the insurance renewal was coming up on October 1,  
170 2023. She asked the Board to authorize the Chairman to sign the proposal once it's  
171 received and buy an insurance policy on October 1, 2023.  
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On a Motion by Mr. Stone, seconded by Mr. Naumann, with all in favor, the Board of Supervisors Approved authorization for the Chairman to sign an Insurance Renewal on October 1, 2023, for Magnolia Creek Community Development District.

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176 **SEVENTEENTH ORDER OF BUSINESS**      **Supervisor Requests and Audience**  
177 **Comments**

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179 There were no Supervisor Requests or Audience Comments.

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181 **EIGHTEENTH ORDER OF BUSINESS**      **Adjournment**  
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On a Motion by Mr. Stone, seconded by Mr. Hidell, with all in favor, the Board of Supervisors Adjourned the Meeting at 11:56 a.m., for Magnolia Creek Community Development District.

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

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

DRAFT

## **Tab 3**

**MINUTES OF MEETING**

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

**MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Audit Committee of the Magnolia Creek Community Development District was held on **Thursday, August 31, at 11:00 a.m. (Central)** at the Walton Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, Florida 32459

Present and constituting a quorum:

Shelton Stone	<b>Committee Member</b>
Tom Hidell	<b>Committee Member</b>
Grover Short	<b>Committee Member</b>
Jason Naumann	<b>Committee Member</b>
Douglas Duncan	<b>Committee Member</b>

Also present were:

Kimberly O'Mera	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Joseph Brown	<b>District Counsel, Kutak Rock, LLP</b> <i>(Via Speakerphone)</i>
Roger Wynn	<b>District Engineer, Moore-Bass Consulting, Inc</b> <i>(Via Speakerphone)</i>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. O'Mera called the meeting to order at 11:08 a.m. and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Review and Ranking of Proposals Received  
in Response to the RFP for Auditing  
Services and Recommendation to the  
Board of Supervisors**

Ms. O'Mera presented the proposals received from Berger, Toombs, Elam, Gaines & Frank and Grau & Associates. The Audit Committee reviewed the proposals. General discussion ensued.

**Ranking of Auditor Proposals**

The individual committee members provided management with the scores for each of the firms submitting proposals based on the evaluation criteria approved at the last meeting. Ms. O'Mera tabulated the scores and announced that Berger, Toombs, Elam, Gaines & Frank received 478 points and Grau and Associations received 500 points.

The Board ranked the two proposals as follows:

1. Berger, Toombs, Elam, Gaines & Frank – 478 points
2. Grau & Associates – 500 points

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Committee ranked Berger, Toombs, Elam, Gaines & Frank as the highest bidder with 478 points and recommended that the Board enter into an agreement with the firm of Berger, Toombs, Elam, Gaines, & Frank for the District's Auditing Services for Fiscal Years 2023-2027, for Magnolia Creek Community Development District.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Stone, seconded by Mr. Hidell, with all in favor, the Committee Adjourned the Meeting at 11:17 a.m., for Magnolia Creek Community Development District



## **Tab 4**

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

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

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

## Operations and Maintenance Expenditures

August 2023

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:     **\$6,355.07**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100041	3253801	Legal Services 06/23	\$ 857.00
LLS Tax Solutions, Inc.	100042	3082	Capital Improvement Revenue Bonds Series 2007A & 2007B YE063023	\$ 500.00
Rizzetta & Company, Inc.	100040	INV0000082247	District Management Fees 08/23	\$ 4,294.67
The Ledger / News Chief/ CA Florida Holdings, LLC	100043	5748385	Account #536178 Legal Advertising 07/23	\$ 578.40
Walton County Chamber of Commerce	100044	42600	BOS Meeting Room Rental 08/31/23	\$ <u>125.00</u>
<b>Report Total</b>				<b>\$ <u>6,355.07</u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

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

## Operations and Maintenance Expenditures September 2023 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:     **\$12,032.67**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	100049	19176	General/POL Liability Insurance FY 23/24	\$ 6,568.00
Kutak Rock, LLP	100046	3266481	Legal Services 07/23	\$ 496.00
Rizzetta & Company, Inc.	100045	INV0000083231	District Management Fees 09/23	\$ 4,294.67
The Ledger / News Chief/ CA Florida Holdings, LLC	100048	5816971	Account #536178 Legal Advertising 08/23	\$ 549.00
Walton County Chamber of Commerce	100047	42679	BOS Meeting Room Rental 10/23	<u>\$ 125.00</u>
<b>Report Total</b>				<b><u>\$ 12,032.67</u></b>

# Magnolia Creek Community Development District

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## Operations and Maintenance Expenditures

October 2023

For Board Approval

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

The total items being presented:           **\$14,844.60**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innersync Studio, Ltd	100052	21607	Website & Compliance Services 10/01/23 - 09/30/24	\$ 1,537.50
Kutak Rock, LLP	100053	3282088	Legal Services 08/23	\$ 1,426.00
Rizzetta & Company, Inc.	100050	INV0000084163	District Management Fees 10/23	\$ 4,504.42
Rizzetta & Company, Inc.	100051	INV0000084064	Assessment Roll 10/23	\$ 5,460.00
Rizzetta & Company, Inc.	100054	092923 Rizzetta & Company	Estoppel Fees â€œ Return check to Rizzetta as Collection Agent 09/23	\$ 250.00
South Oak Park Title	100055	092923 South Oak Park Title	Refund overpayment of Estoppel Fees 09/23	\$ <u>1,666.68</u>
<b>Report Total</b>				<b>\$ <u>14,844.60</u></b>

# Magnolia Creek Community Development District

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

## Operations and Maintenance Expenditures

November 2023

For Board Approval

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

The total items being presented:     **\$5,179.42**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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



# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Commerce	100058	88923	Special District Fee FY 23/24	\$ 175.00
Moore Bass Consulting, Inc.	100057	0083989	Engineering Services 08/23-09/23	\$ 500.00
Rizzetta & Company, Inc.	100056	INV0000084956	District Management Fees 11/23	\$ <u>4,504.42</u>
<b>Report Total</b>				<b>\$ <u>5,179.42</u></b>

# Magnolia Creek Community Development District

---

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

## **Operations and Maintenance Expenditures**

**December 2023**

**For Board Approval**

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

The total items being presented:     **\$11,068.87**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100060	3297458	Legal Services 09/23	\$ 651.00
Kutak Rock, LLP	100060	3311901	Legal Services 10/23	\$ 713.00
Kutak Rock, LLP	100063	3326021	Legal Services 11/23	\$ 2,046.00
Lerner Reporting Services, Inc.	100061	346	FY24 Annual Disclosure Fees	\$ 3,000.00
Rizzetta & Company, Inc.	100059	INV0000085759	District Management Fees 12/23	\$ 4,504.42
The Ledger / News Chief/ CA Florida Holdings, LLC	100062	0005988798	Account #536178 Legal Advertising 10/23	\$ <u>154.45</u>
<b>Report Total</b>				<b>\$ <u>11,068.87</u></b>

# Magnolia Creek Community Development District

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## Operations and Maintenance Expenditures

January 2024

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$9,029.42**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

**Magnolia Creek Community Development District**

**Paid Operation & Maintenance Expenditures**

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Berger, Toombs, Elam, Gaines & Frank CPA	100065	364594	Audit Services FY 09/22	\$ 4,525.00
Rizzetta & Company, Inc.	100064	INV0000086480	District Management Fees 01/24	\$ 4,504.42
<b>Report Total</b>				<b><u>\$ 9,029.42</u></b>

# Magnolia Creek Community Development District

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## Operations and Maintenance Expenditures

February 2024

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$4,668.67**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gannett Florida LocaliQ	100069	6202238 01/24	Account #536178 Legal Advertising 01/24	\$ 164.25
Rizzetta & Company, Inc.	100067	INV0000087097	District Management Fees 02/24	\$ <u>4,504.42</u>
<b>Report Total</b>				<b>\$ <u>4,668.67</u></b>

# Magnolia Creek Community Development District

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District Office · Panama City Beach, Florida, 32407

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

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

## Operations and Maintenance Expenditures March 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$5,652.42**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



**Magnolia Creek Community Development District**

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100071	3355198	Legal Services 12/23	\$ 1,148.00
Rizzetta & Company, Inc.	100070	INV0000087920	District Management Fees 03/24	<u>\$ 4,504.42</u>
<b>Report Total</b>				<b><u><u>\$ 5,652.42</u></u></b>

## **Tab 5**

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT  
APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

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

Section 1.     Holly Bailey is appointed as Assistant Secretary.

Section 2.     This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF MAY, 2024.**

**MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

## **Tab 6**

**RESOLUTION 2024-02**

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

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

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

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

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

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Grover Short	November 2024
2	VACANT	November 2024
3	Jason Naumann	November 2024
4	Douglas Duncan	November 2026
5	Shelton Stone	November 2026

This year, Seat 1, currently held by Grover Short, Seat 2, that is currently vacant, and Seat 3, currently held by Jason Naumann, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the \_\_\_\_\_ day of November, 2024, at \_\_\_\_\_ a.m./p.m., and located at \_\_\_\_\_.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its May 2, 2024 meeting. A sample notice of landowners’

meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 334-9055.

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

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF May, 2024.**

**MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
**CHAIR / VICE CHAIR**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT A**

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

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

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_  
PLACE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Holly Bailey  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

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

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

DATE OF LANDOWNERS' MEETING: \_\_\_\_\_, November \_\_, 2024

TIME: \_\_\_\_\_ .M.

LOCATION:

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

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

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

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

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



**LANDOWNER PROXY**

**MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT  
WALTON COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2024**

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

**OFFICIAL BALLOT**  
**MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**WALTON COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER \_\_, 2024**

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

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

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

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

or

**Attach Proxy.**

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

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
3		

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

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

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

## **Tab 7**

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Magnolia Creek Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

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

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

1.     **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: \_\_\_\_\_, 2024

HOUR:

LOCATION:

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

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

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

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

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF MAY 2024.**

ATTEST:

**MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Proposed Budget

## **Tab 8**

**AGREEMENT BETWEEN THE MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT AND THE OWLS HEAD HOMEOWNERS  
ASSOCIATION, INC. FOR INFRASTRUCTURE  
MANAGEMENT AND MAINTENANCE SERVICES**

**THIS AGREEMENT** is made and entered into this 2<sup>nd</sup> day of May 2024, by and between:

**Magnolia Creek Community Development District**, a local unit of special-purpose government (the “District”); and

**Owls Head Homeowners Association, Inc.**, a Florida not-for-profit corporation (the “Association”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District has constructed and/or acquired various systems, facilities and infrastructure including, but not limited to water and wastewater facilities, landscape and irrigation, surface water management facilities and common areas and other facilities requiring inspection, operation and maintenance services; and

**WHEREAS**, the Association desires to provide inspection, operation and maintenance services for certain improvements and areas, referred to as District Property, within the property governed by the Association, and as more specifically identified in the attached **Exhibit A**; and

**WHEREAS**, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

**WHEREAS**, for ease of administration, and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property identified in **Exhibit A**; and

**WHEREAS**, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Association (collectively, the “Parties”), the Parties agree as follows:

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

## SECTION 2. ASSOCIATION'S OBLIGATION.

A. *General duties.* Association shall be responsible for the maintenance of the District Property identified in **Exhibit A** (hereafter "District Property") in an efficient, lawful and satisfactory manner, acceptable to the District, in its sole judgment, and in accordance with the District's bond covenants relating to such maintenance. Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.

B. *Inspection.* Association shall conduct regular inspections of the District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement. Inspections shall be conducted based on best management practices for each category of infrastructure listed in Exhibit A, and in no event less than annually for each such category of infrastructure.

C. *Repair and Maintenance.* Association shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation or physical protection of the District Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.

D. *Investigation and Report of Accidents/Claims.* Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the maintenance and operation of the District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Manager or its designee.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the District Property placed thereon by any governmental authority having jurisdiction. Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

F. *Adherence to District Rules, Regulations and Policies.* Association's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using the District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided



that copies of such policies and procedures shall be provided to the District at all times upon a written request for same. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Association shall use all due care to protect the District Property, and property of its residents and landowners from damage by Association, its employees or contractors. Association agrees to repair any damage resulting from Association's activities and work.

H. *Staffing and Billing.* Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., from the Members of the Association necessary to perform the management and maintenance responsibilities set forth in this Agreement.

I. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall use reasonable efforts to keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 3. COMPENSATION.** The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement.

**SECTION 4. TERM.** The term of this Agreement is for a period of five (5) years and shall be automatically renewed for additional five (5) year periods unless either party provides the other party at least thirty (30) days written notice of its intent not to renew. The Parties shall have the right to terminate this Agreement effective immediately at any time for any reason whatsoever, upon thirty (30) days written notice without a showing of cause and in its sole and absolute discretion.

**SECTION 5. INSURANCE.** The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

A. Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting

from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party and each other's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with the party's own negligent acts or omissions with respect to the Agreement, including litigation or any appellate proceedings with respect thereto.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if substantially prevailing, the prevailing party shall be entitled to recover from the other all reasonable fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 9. ASSIGNMENT.** Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

**SECTION 10. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

**SECTION 11. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 12. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 13. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 15. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: 3434 Colwell Ave  
Suite 200  
Tampa, FL 33614  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to the Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by

reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

**SECTION 17. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**SECTION 18. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

Attest:

**MAGNOLIA CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**OWLS HEAD HOMEOWNERS  
ASSOCIATION, INC.**

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

(Signature of Witness)

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

\_\_\_\_\_  
(Print Name of Witness)

DRAFT

**Exhibit A**

District Property/Facilities that are Subject to this Agreement include:

DRAFT

## **Tab 9**

NAME OF UTILITY           CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC          

PRIVATE AREA LIGHTING SERVICE

SCHEDULE ODL-PA

AVAILABILITY – Available throughout the area served by the Cooperative.

APPLICABILITY – Applicable to non-governmental customers who require three or more lights for the illumination of streets, lots, driveways, yards and other outdoor areas.

CONDITIONS OF SERVICE – The Cooperative will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment. Service hereunder includes regular maintenance and lamp replacement, but not vandalism. Service may be discontinued at the option of the Cooperative if vandalism costs are not reimbursed by the member. Service under this rate schedule will be available on an automatically controlled dusk-to-dawn every night schedule. Service is available only to the types of lighting units specified herein. The Cooperative does not warrant or guarantee that the service provided hereunder shall meet any lighting standard, including, but not limited to, the location of the facilities and the illumination provided. Neither does the Cooperative guarantee or insure continuous and uninterrupted service. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

LIMITATIONS – Subject to all of the rules and regulations of this tariff and general rules and regulations of the Cooperative. Standby and resale service not permitted.

TERMS OF PAYMENT – See “Terms of Payment” on Sheet No. [21.0 Terms of Payment \(2017\)](#)

TAXES – See “Tax Adjustments” on Sheet No. [19.0 Tax Adjustments - Tax 1990](#)

MONTHLY ELECTRICAL ENERGY CHARGE – See “Monthly Electrical Energy Charge” on Sheet No. [17.5 - 17.6 Electric Energy Charge for Outdoor Lighting](#)

MONTHLY FACILITIES CHARGE – See “Monthly Charge for Facilities” on Sheet No. [17.0 - 17.1 Outdoor Lighting Service - Schedule OL](#)

FACILITIES CURRENTLY AVAILABLE

<u>Bulb Class</u>	<u>Type</u>	<u>Fixture</u>
55 watt	LED	Outdoor Light fixture mounted on an Existing Pole
100 watt	HPS	Outdoor Light fixture mounted on an Existing Pole
75 watt	LED	Arlington Style fixture mounted on a 17’ Concrete Pole
100 watt	HPS	Arlington Style fixture mounted on a 17’ Concrete Pole
55 watt	LED	Carriage Style fixture mounted on a 18’ Aluminum Pole
100 watt	HPS	Carriage Style 100 watt HPS fixture mounted on a 18’ Aluminum Pole

(Continued on Sheet No. 17.16)

Issued by: Steve Rhodes  
CEO

Effective: June 1, 2016



FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

*Greg Shafer*

DIRECTOR  
DIVISION OF ECONOMICS

NAME OF UTILITY           CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC          

(Continued from Sheet No. 17.15)

100 watt	LED	Corvus Style fixture w/arm mounted on a 35' Concrete Pole
100 watt	LED	DBL Corvus Style fixture w/arms mounted on a 35' Concrete Pole
55 watt	LED	Prague Style fixture w/arm mounted on a 17' Concrete Pole
55 watt	LED	DBL Prague Style fixture w/arms mounted on a 17' Concrete Pole
100 watt	HPS	Prague Style fixture w/arm mounted on a 17' Concrete Pole
100 watt	HPS	DBL Prague Style fixture w/arms mounted on a 17' Concrete Pole
55 watt	LED	Shoebox Style fixture mounted on a 14'Sq Aluminum Pole
55 watt	LED	Shoebox Style fixture mounted on a 18'Sq Aluminum Pole
100 watt	HPS	Shoebox Style fixture mounted on a 18'Sq Aluminum Pole
55 watt	LED	Washington Post Style fixture mounted on a 17' Concrete Pole
100 watt	HPS	Washington Post Style fixture mounted on a 17' Concrete Pole

FACILITIES NOT AVAILABLE

There are light fixture styles that exist in the field that are no longer offered for new installations.

MONTHLY CHARGE FOR ADDITIONAL FACILITIES - See "Additional Outdoor Lighting Facilities" on Sheet No. [17.0 - 17.1 Outdoor Lighting Service - Schedule OL](#)

(Continued on Sheet No. 17.17)

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

*Greg Shafer*

DIRECTOR  
DIVISION OF ECONOMICS

NAME OF UTILITY           CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC          

(Continued from Sheet No. 17.16)

TERMS AND CONDITIONS – ODL – PA    PRIVATE AREA LIGHTING

1. Customer shall furnish plans and schematics for area lighting design. The Cooperative assumes no responsibility or liability for the adequacy of the customer's lighting design.
2. Cooperative will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device and pole to implement the customer's lighting design. The Cooperative disclaims all warranties, express or implied, including any implied warranties or merchantability, fitness for use, fitness for particular purpose, or the adequacy, sufficiency, or appropriateness of the lighting system for purposes of safety, security, or other illumination.
3. The above rates for underground service contemplate a normal installation of not more than 100 feet of conductor per unit measured from existing transformers. If additional facilities are required, the customer shall make a non-refundable cash contribution equivalent to the installed cost of the excess facilities. The cooperative, in its sole judgment, shall determine whether or not service can be provided.
4. Any modification to existing lighting structures (such as painting) will require approval in writing by the Cooperative prior to execution. Maintenance of such modification shall be the responsibility of the customer.
5. All lighting units, poles and conductors installed in accordance herewith shall be the property of the Cooperative, and the Cooperative shall have access to the same for maintenance, inspection and all other proper purposes. The Cooperative shall have the right to make other attachments to the poles and to further extend the conductor installed in accordance herewith when necessary for the further extension of its electric service.
6. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.
7. Cooperative will perform periodic inspection of the lighting fixture, except where Cooperative does not have readily available access to the lighting fixture. However, the customer shall be responsible for reporting outages and other operating faults, and the Cooperative will undertake to service the lighting equipment within time required by Florida Statute after such notification by the customer.

(Continued on Sheet No. 17.18)

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

*Greg Shafer*

DIRECTOR  
DIVISION OF ECONOMICS

NAME OF UTILITY           CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC          

(Continued from Sheet No. 17.17)

8. The customer will exercise proper care to protect the property of the Cooperative on his premises, and in the event of loss or damage to the Cooperative's property arising from the negligence of the customer; the cost of the necessary repair or replacement shall be paid by the customer. The Cooperative may decline to install equipment and provide service in locations where, in the Cooperative's judgment, such equipment will be subject to unusual hazards or risk of damage.
9. Contracts for service shall have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty day notice to the other. The Cooperative shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
10. Before agreeing to install lighting units, the Cooperative may require reasonable assurance that the interest of the applicant for service will continue for a minimum fixed contract term or that the service will be continued by another party after the interest of the original applicant has terminated.
11. The customer shall not attach any additional electricity using devices or other customer owned equipment (such as signs or sporting equipment) to the poles or fixtures.
12. Relocation of outdoor lights is permitted, provided the member pays to the Cooperative the actual cost of relocating the light, with the minimum charge being \$100.00.

Issued by: Steve Rhodes  
CEO

Effective: June 1, 2016

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

*Greg Shafer*

DIRECTOR  
DIVISION OF ECONOMICS

**CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.  
DEFUNIAK SPRINGS, FLORIDA**

**STREET LIGHT INSTALLATION AGREEMENT**

CHELCO Account Number \_\_\_\_\_

HOA Account Number \_\_\_\_\_

CHELCO Project ID Number \_\_\_\_\_

Municipality Account # \_\_\_\_\_

In accordance with the following terms and conditions. \_\_\_\_\_, a member of CHELCO, (hereinafter called the MEMBER) request on this \_\_\_\_th day of \_\_\_\_\_, 2024 from CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC. (hereinafter called CHELCO), the following installation or modification of street light facilities at: \_\_\_\_\_ (City) \_\_\_\_\_ (County) \_\_\_\_\_

# of lights \_\_\_\_\_ Light Style: \_\_\_\_\_

**CHELCO AGREES:**

To furnish, install or modify the street light facilities described and identified above, in accordance with the MEMBER's plans and specifications and CHELCO's tariff.

To furnish to the member the electricity necessary for the operation of the street light system provided a source is available.

To furnish to the MEMBER a copy of CHELCO's tariff.

**THE CUSTOMER AGREES:**

Deposit \$ \_\_\_\_\_

To pay a contribution in the amount of \$ \_\_\_\_\_ prior to CHELCO's initiating the requested installation or modification.

The customer agrees Cooperative and its construction contractors are not responsible for damage to unmarked (private or public) utilities along the path of construction.

To purchase from CHELCO the electricity used for the operation of the street lighting system as defined by the attached tariff.  
To protect the street light system from damage and vandalism so far as practicable.

**COMPLIANCE WITH THE FOLLOWING REQUIREMENT IS MANDATED BY FLORIDA LAW**

To provide "Actual Notice" to CHELCO in the event of the malfunction or failure of a lighting unit. "Actual Notice" is defined as: Notification to CHELCO of an inoperative or malfunctioning streetlight. This notification must be acknowledged by CHELCO according to CHELCO's designated procedures and contains the following information:

- a) Identification of the Streetlight location
- b) Description of the malfunction or failure of illumination
- c) Appropriate contact information for the person making the notification



CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

APPROVED BY:

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

I have received a copy of CHELCO'S tariff .  
Initials

\_\_\_\_\_  
J. Matthew Avery, SVP of Engineering & Operations

-----  
**CHELCO IN OFFICE USE**

# \_\_\_\_\_ Pole (s) Installed

Pole Type: \_\_\_\_\_

# \_\_\_\_\_ Pole (s) Removed

Pole Type: \_\_\_\_\_

# \_\_\_\_\_ Head Fixtures (s) Installed

Head Type: \_\_\_\_\_

Fixture Type \_\_\_\_\_

Fixture Rating \_\_\_\_\_

# \_\_\_\_\_ Head Fixtures (s) Removed

Fixture Type \_\_\_\_\_

Fixture Rating \_\_\_\_\_

Notes for job

Relocation or distance changes of any lights could require more construction cost at Builders/Developers expense.