

Magic Place Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

The following is the proposed agenda for the Board of Supervisors' Meeting for the Magic Place Community Development District ("District"), scheduled to begin at 10:00 a.m. on July 23, 2018 in the offices located at the Historic Courthouse, 3 Courthouse Square, 3rd Floor Conference Room #315, Kissimmee, Florida 34741. If you have questions or comments on the Board Meeting, please contact the District Manager's office at (407) 382-3256. A quorum consisting of at least three of the five Board Members will be confirmed prior to the start of the Board Meeting.

For those unable to attend in person, you may participate by telephone:

Call in number: 1-877-864-6450

Passcode: 974058

BOARD OF SUPERVISORS' MEETING PROPOSED AGENDA

Organizational Matters

- Roll call to confirm a quorum
- Public Comment Period (*During which time any member of the public may speak on a specific agenda item before the item is considered by the Board of Supervisors.*)
 1. Consideration of Minutes of the June 25, 2018 Board of Supervisors' Meeting
 2. Consideration of Resolution 2018- 03, Election of Officers
 3. Public Hearing on the Adoption of the District's Annual Budget
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2018-04, Adopting the Fiscal Year 2019 Budget and Appropriating Funds
 4. Consideration of Fiscal Year 2019 Developer Funding Agreement

General Business Matters

5. Ratification of Funding Request No.30
6. Review of District's Financial Position

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager- *Setting Fiscal Year 2019 Meeting Schedule – The First Monday of Every Month starting October 4, 2018 thru September 2, 2019*

*at 10:00 AM at the Historic Courthouse, 3 Courthouse Square, 3rd Floor
Conference Room #315, Kissimmee, Florida 34741.*

- 3. District Engineer
- B. Audience Comments
- C. Supervisor Requests

Adjournment

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

**Consideration of Minutes of the June 25,
2018 Board of Supervisors' Meeting**

**MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Magic Place Community Development District was called to order on Monday, June 25, 2018 at 10:00 a.m. in the offices located at the Historic Courthouse, 3 Courthouse Square, 3rd Floor Conference Room 315, Kissimmee, Florida 34741. Members listed below constituted a quorum.

Hector Lizasuain	Board Member
Nayara Longaray	Board Member
Stacey Stuck	Board Member

Also attending:

Vivian Carvalho	District Manager-Fishkind & Associates, Inc.
Steve Boyd	District Engineer-Boyd Civil Engineering
Dennis Swick	
Carol Harris	Fishkind & Associates, Inc. (via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present at this time.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
May 7, 2018 Board of Supervisors
Meeting**

The Board reviewed the Minutes of the May 7, 2018 Board of Supervisors Meeting. There were no edits.

On Motion by Mr. Lizasuain, second by Ms. Longaray, with all in favor, the Board of Supervisors for the Magic Place Community Development District approved the Minutes of the May 7, 2018 Board of Supervisors' Meeting, as presented.

FOURTH ORDER OF BUSINESS

**Appointing a Supervisor for Seat 5
& Administering Oath of Office.**

Ms. Carvalho requested a motion to approve the appointment of Mr. Swick to Seat 5.

On Motion by Ms. Longaray, second by Ms. Stuck, with all in favor, the Board of Supervisors for the Magic Place Community Development District appointed Mr. Swick to Seat 5 on the Board of Supervisors.

Ms. Carvalho administered the oath of office to the Board of Supervisors. He waived compensation.

FIFTH ORDER OF BUSINESS

**Ratification of Funding Requests
Nos. 29**

The Board reviewed Funding Requests Nos. 29

On Motion by Ms. Stuck, second by Mr. Swick, with all in favor, the Board of Supervisors for the Magic Place Community Development District ratified Funding Requests Nos. 29.

SIXTH ORDER OF BUSINESS

**Review of District Financial
Statements and Budget to Actual
Year to Date.**

There was no action required by the Board.

SEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel - Not Present

District Engineer - Mr. Boyd stated that the District staff started working on the petition to expand the District and asked if this item needs to come before the Board now or at the next meeting. Mr. Lizasuain stated that it is business that has not been brought up at the last meeting and provided an overview of expansion of the District and the Developer has been working diligently with Dr. Fishkind as to the process to amend the boundaries of the District

to add additional acreages. Mr. Lizasuain has the list of what is required for the expansion and that the District essentially will be adding 462 acres into the Magic Place CDD. He noted that it is under a separate contract until it gets rolled in. The District has a proposal with Dr. Fishkind and he is handling it until it gets put together. There is no action required.

District Manager - The next meeting is scheduled for July 23, 2018 at 10:00 a.m. at this location which is the Public Hearing on the Fiscal Year 2019 Budget.

EIGHTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

There were no Supervisor requests and there were no members of the public present. There was no further business to discuss. Ms. Carvalho requested a motion to adjourn.

On Motion by Mr. Lizasuain, second by Ms. Stuck, with all in favor, the June 25, 2018 Meeting of the Board of Supervisors for the Magic Place Community Development District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

**Consideration of Resolution 2018-03,
Election of Officers**

**RESOLUTION 2018-03
ELECTION OF OFFICERS**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGIC PLACE ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MAGIC PLACE:

Section 1. _____ is elected Chairman.

Section 2. _____ is elected Vice Chairman.

Section 3. Vivian Carvahlo is elected Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
Carol L. Harris _____ is elected Assistant Secretary.

Section 4. Hank Fishkind is elected Treasurer.

Section 5. Jennifer Glasgow is elected as Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23rd DAY of JULY 2018.

**MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE-CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

**Public Hearing on the
Adoption of the District's Annual Budget**

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Public Comments and Testimony

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Board Comments

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

**Consideration of Resolution 2018-04,
Adopting the Fiscal Year 2019 Budget
and Appropriating Funds**

RESOLUTION 2018-04

THE ANNUAL APPROPRIATION RESOLUTION OF THE NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2018, submitted to the Board of Supervisors (“**Board**”) of the Magic Place Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018-2019**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set August 17, 2018, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Magic Place Community Development District for the Fiscal Year Ending September 30, 2019.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the Magic Place Community Development District, for Fiscal Year 2018-2019, the sum of \$_____ to be funded by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND	\$ 0
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2018-2019 or within 60 days following the end of the Fiscal Year 2018-2019 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF JULY, 2018.

ATTEST:

**MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

EXHIBIT A
 Magic Place Community Development District
 Proposed Fiscal Year 2019 Annual Operations & Maintenance Budget

	YTD Actual Through 03/31/2018	Anticipated 04/2018 - 09/2018	Anticipated FY 2018 Total	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<u>Revenues</u>					
Developer Contributions	\$20,021.43	\$49,378.57	\$69,400.00	\$69,400.00	\$69,400.00
Net Revenues	\$20,021.43	\$49,378.57	\$69,400.00	\$69,400.00	\$69,400.00
<u>General & Administrative Expenses</u>					
District Management Fees	\$12,499.98	\$12,500.02	\$25,000.00	\$25,000.00	\$25,000.00
Engineering Fees	297.56	9,702.44	10,000.00	10,000.00	10,000.00
District Counsel	1,196.00	23,804.00	25,000.00	25,000.00	25,000.00
Telephone	0.00	500.00	500.00	1,000.00	500.00
Postage	7.47	292.53	300.00	300.00	300.00
Copies	89.73	410.27	500.00	500.00	500.00
Legal Advertising	145.69	1,854.31	2,000.00	2,000.00	1,679.00
Bank Fees	0.00	0.00	0.00	250.00	0.00
Dues, Licenses & Fees	175.00	0.00	175.00	250.00	250.00
General Insurance	5,610.00	0.00	5,610.00	5,100.00	6,171.00
Total General & Administrative Expenses	\$20,021.43	\$49,063.57	\$69,085.00	\$69,400.00	\$69,400.00

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

**Consideration of Fiscal Year 2019
Developer Funding Agreement**

**MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2018/2019 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this 23rd day of July, 2018, by and between:

MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Palmetto, Florida (hereinafter "**District**"), and

4P DEVELOPMENT, LLC, a Florida Limited Liability Corporation and a landowner in the District (hereinafter "**Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Palmetto, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2018/2019, which year commences on October 1, 2018, and concludes on September 30, 2019; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2018/2019 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Fiscal Year 2018/2019 budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2018/2019 Budget" in the public records of OSCEOLA County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2018/2019 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for OSCEOLA County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the OSCEOLA County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in

this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

**MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Witness for Developer

**4P DEVELOPMENT, LLC, A FLORIDA
LIMITED LIABILITY CORPORATION**

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2018/2019 General Fund Budget

EXHIBIT A
(under separate cover)

EXHIBIT B
(under separate cover)

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Request No.30

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 30

6/25/2018

Item No.	Payee	Invoice Billing #		
1	Osceola Gazette			
	Legal Advertising - 2018.05	300125436	\$	53.83
	Legal Advertising - 2018.06	300127773	\$	55.71
2	Fishkind & Associates, Inc.			
	DM fees & Reimbursables - 2018.06	22850	\$	2,194.26
3	Boyd Civil Engineering			
	Professional Services thru 04.30.2018 - 05.27.2018	1920	\$	92.50
		TOTAL	\$	<u>2,396.30</u>

Secretary

Chairperson

Please make check payable to:
Magic Place CDD
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

Legal Invoice

Lakeway Publishers of Florida

1/1

DBA Osceola News-Gazette
108 Church Street
Kissimmee, FL 34741

Phone: 407-846-7600

Fax: 407-846-8515

URL: aroundosceola.com

Fishkind & Associates, Magic Place
12051 Corporate Blvd.
Orlando, FL 32817

Acct. #: 00027882

Phone #: (407)382-3256

Date: 05/26/2018

Due Date: 06/27/2018

Invoice #: 300125436

PO #:

Salesperson: ONG08

Ad Taker: ONG08

Ad #	Publication	Start	Stop	Description	Amount
00073731	4021 Sat. Osceola News	05/26/2018	05/26/2018	Magic Place/Fishkind(27882) ONG Legal Proof	50.83 3.00

FR30

Please return a copy with payment

Total Due

53.83

PROOF OF PUBLICATION

From



**STATE OF FLORIDA
COUNTY OF OSCEOLA**

Before me, the undersigned authority, personally appeared Keith Vorse, who on oath says that he is the Legal Clerk of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

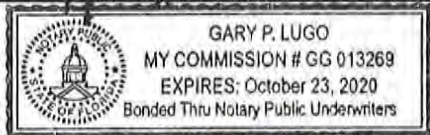
May 26, 2018

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Keith Vorse, who is personally known to me, this

29th day of May, 2018

Keith Vorse



Gary P. Lugo

**IN THE MATTER OF:
NOTICE OF MEETING
MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT**

FIRST PUBLICATION: May 26, 2018

LAST PUBLICATION: May 26, 2018

**NOTICE OF MEETING
MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT**

A meeting of the Board of Supervisors of the Magic Place Community Development District will be held Monday, June 4, 2018, at 10:00 a.m. The Historic Courthouse, 3 Courthouse Square, 3rd Floor Conference Room #315, Kissimmee, FL 34741. The meeting is open to the public and will be conducted in accordance with the pertinent provisions of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meeting may be obtained from Fishkind & Associates, 12051 Corporate Blvd., Orlando, Florida 32817.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least 3 calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting 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 such appeal is to be based.

Carol L. Harris
Assistant, District Manager
May 26, 2018



Make remittance to: Osceola News-Gazette, 108 Church Street, Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on www.AroundOsceola.com or www.FloridaPublicNotices.com

Legal Invoice

Lakeway Publishers of Florida

1/1

DBA Osceola News-Gazette
108 Church Street
Kissimmee, FL 34741

Phone: 407-846-7600

Fax: 407-846-8515

URL: aroundosceola.com

Fishkind & Associates, Magic Place
12051 Corporate Blvd.
Orlando, FL 32817

Acct. #: 00027882
Phone #: (407)382-3256
Date: 06/16/2018
Due Date: 07/27/2018
Invoice #: 300127773
PO #:
Salesperson: ONG08 Ad Taker: ONG08

Ad #	Publication	Start	Stop	Description	Amount
00074840	4021 Sat. Osceola News	06/16/2018	06/16/2018	Magic Place/Fishkind(27882) ONG Legal Proof	52.71 3.00

FR30

Please return a copy with payment

Total Due

55.71

PROOF OF PUBLICATION

From



**STATE OF FLORIDA
COUNTY OF OSCEOLA**

Before me, the undersigned authority, personally appeared Keith Vorse, who on oath says that he is the Legal Clerk of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

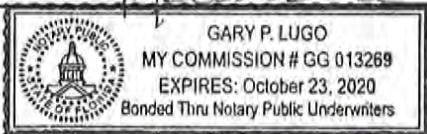
June 16, 2018

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Keith Vorse, who is personally known to me, this

18th day of June, 2018

Keith Vorse



Gary P. Lugo

**IN THE MATTER OF:
NOTICE OF MEETING
MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT**

FIRST PUBLICATION: June 16, 2018

LAST PUBLICATION: June 16, 2018

**NOTICE OF MEETING
MAGIC PLACE COMMUNITY DEVELOPMENT DISTRICT**

A special meeting of the Board of Supervisors of the Magic Place Community Development District will be held Monday, June 25, 2018, at 10:00 a.m. The Historic Courthouse, 3 Courthouse Square, 3rd Floor Conference Room #315, Kissimmee, FL 34741. The meeting is open to the public and will be conducted in accordance with the pertinent provisions of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meeting may be obtained from Fishkind & Associates, 12051 Corporate Blvd., Orlando, Florida 32817.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 362-3256 at least 3 calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting 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 such appeal is to be based.

Carol L. Harris
Assistant, District Manager
June 16, 2018



Make remittance to: Osceola News-Gazette, 108 Church Street, Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on www.AroundOsceola.com or www.FloridaPublicNotices.com

Copy Count

Account: Magic Place

Amount of Copies: 303

Total \$: 45.45

Month: May

Account Summary Report

Date Range: April 1, 2018 to April 30th, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
Magic Place CDD		1	\$3.920
Grand Total			\$3.920

Lunch for HANIK +
Maqic Development.

Pk charge to

Panera Bread
Cafe 3312
Orlando, FL 32817
Phone: 407-273-4411
Maqic Bread
NR's copy card

Accuracy matters. If your order is not right, please let a manager know.

4/25/2018	11:06:47 AM
Check Number: 288716	Cashier: BRIANNA
4 Grn Goddess Cobb Chx	39.16
+ Xtr Greens Blend	
+ Balsamic Dressing	
+ Xtr Chicken	8.00
4 French Baguette	
2 Trpl Choc Wlnt Cky	4.38
1 Choc Chipper Cookie	1.99
1 Choc Chipper Cookie	1.99
1 Lg Soda	2.79
	SubTotal 58.31
	Tax 3.25
	Total 61.56
	Visa 61.56
	Acct:XXXXXXXX0664
	AuthCode:025408
	Trans#:105849
	Visa 61.56

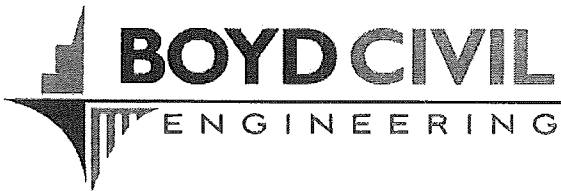
Sign up for emails to get bonus rewards.
Log in at PaneraBread.com.

MyPanera Member: xxxxxxxxxxxx53248
MyPanera Offers Earned:
Visits to Next Reward: 1
Catering \$ to next reward (need \$500):
\$230.12

www.panerabread.com

TOGO POS
Your Order Number is: 216
Customer / Pager: Nancy 67

Customer Copy



6816 Hanging Moss Road • Orlando, Florida 32807

407-494-2693 • www.BoydCivil.com

INVOICE

May 31, 2018

Contract: 01068.002

Invoice: 01920

Magic Place CDD
12051 Corporate Blvd.
Orlando, FL 32817

Email: elizabethm@fishkind.com

Re: Master Agreement for District Engineer
Magic Place CDD
Miscellaneous Hourly Tasks as Requested
Services Performed: April 30, 2018- May 27, 2018

Professional Services:

Date	Description	Hours	Hourly Rate	Total Fee
05/07/18	S. Boyd CDD meeting via call in	0.5	\$ 185.00	\$92.50
Total		0.5		\$92.50

Reimbursable Expenses:

Date	Description	Amount
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Mileage:

Date	Description	Miles	Rate	Amount
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Total Reimbursables: \$0.00

Total Due: \$ 92.50

FL 30

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**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District's Financial Position

Magic Place CDD
Statement of Activities
As of 5/31/2018

	General Fund	Capital Projects Fund	Total
<u>Revenues</u>			
Developer Contributions	\$24,536.49		\$24,536.49
Developer Contributions		\$2,693.03	2,693.03
Total Revenues	\$24,536.49	\$2,693.03	\$27,229.52
<u>Expenses</u>			
Management	\$16,666.64		\$16,666.64
Engineering	501.64		501.64
District Counsel	1,196.00		1,196.00
Postage & Shipping	8.41		8.41
Copies	179.28		179.28
Legal Advertising	199.52		199.52
Dues, Licenses, and Fees	175.00		175.00
General	5,610.00		5,610.00
Engineering		\$1,488.03	1,488.03
District Counsel		1,205.00	1,205.00
Total Expenses	\$24,536.49	\$2,693.03	\$27,229.52
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	\$0.00
Change In Net Assets	\$0.00	\$0.00	\$0.00
Net Assets At Beginning Of Year	\$4,043.39	\$0.00	\$4,043.39
Net Assets At End Of Year	\$4,043.39	\$0.00	\$4,043.39

Magic Place CDD
 Budget to Actual
 For the Month Ending 05/31/2018

	Actual	Year To Date Budget	Variance	FY2018 Adopted Budget
<u>Revenues</u>				
Developer Contributions	\$ 24,536.49	\$ 46,266.67	\$ (21,730.18)	\$ 69,400.00
Net Revenues	\$ 24,536.49	\$ 46,266.67	\$ (21,730.18)	\$ 69,400.00
<u>General & Administrative Expenses</u>				
Management	\$ 16,666.64	\$ 16,666.67	\$ (0.03)	\$ 25,000.00
Engineering	501.64	6,666.67	(6,165.03)	10,000.00
District Counsel	1,196.00	16,666.67	(15,470.67)	25,000.00
Telephone	0.00	666.67	(666.67)	1,000.00
Postage & Shipping	8.41	200.00	(191.59)	300.00
Copies	179.28	333.33	(154.05)	500.00
Legal Advertising	199.52	1,333.33	(1,133.81)	2,000.00
Bank Fees	0.00	166.67	(166.67)	250.00
Dues, Licenses, and Fees	175.00	166.67	8.33	250.00
General	5,610.00	3,400.00	2,210.00	5,100.00
Total General & Administrative Expenses	\$ 24,536.49	\$ 46,266.67	\$ (21,730.18)	\$ 69,400.00
Total Expenses	\$ 24,536.49	\$ 46,266.67	\$ (21,730.18)	\$ 69,400.00
Net Income (Loss)	\$ -	\$ -	\$ -	\$ -

Magic Place CDD
Statement of Financial Position
As of 5/31/2018

	General Fund	Capital Projects Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$4,043.39		\$4,043.39
Accounts Receivable - Due from Developer	2,342.18		2,342.18
Total Current Assets	\$6,385.57	\$0.00	\$6,385.57
Total Assets	\$6,385.57	\$0.00	\$6,385.57
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$2,342.18		\$2,342.18
Total Current Liabilities	\$2,342.18	\$0.00	\$2,342.18
Total Liabilities	\$2,342.18	\$0.00	\$2,342.18
<u>Net Assets</u>			
Net Assets, Unrestricted	(\$3,742.50)		(\$3,742.50)
Net Assets - General Government	7,785.89		7,785.89
Total Net Assets	\$4,043.39	\$0.00	\$4,043.39
Total Liabilities and Net Assets	\$6,385.57	\$0.00	\$6,385.57