

Magic Place Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

Phone: 407-723-5900, Fax: 407-723-5901

www.magicplacecdd.com

The following is the agenda for the Special Board of Supervisors' Meeting for the Magic Place Community Development District ("District"), scheduled to begin at **10:00 a.m. on Monday October 5, 2026, at 7430 Brooklyn Dr., Kissimmee, FL 34747**. If you have questions or comments on the Board Meeting, please contact the District Manager's office at (407) 723-5900. 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: 1-844-621-3956

Passcode: 2539 895 0958 #

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Call to Order
- Roll Call
- Public Comment Period
- 1. **Nomination(s) for Vacant Seat 5 (term expires 11/2026)**
- 2. **Consideration of the Minutes of the September 21, 2026, Special Board of Supervisors Meeting** *(provided under separate cover)*

General Business Matters

3. **Consideration of Landscape Installation Agreement with Paradise Lawns and Landscape, Inc.**
4. **Discussion Regarding Phase 1B Maintenance**
5. **Consideration of the FY 2027 Arbitrage Engagement Letter with LLS Tax Solutions Inc**
6. **Ratification of Payment Authorization Nos. 101 – 105**
7. **Review of District Financial Statements** *(provided under separate cover)*

Other Business

- **Staff Reports**
 - District Counsel
 - District Engineer
 - **Report on Outstanding Items Needed for Completion Certificate**
 - District Manager
- Audience Comments
- Supervisor Requests

Adjournment



Magic Place Community Development District

**Nomination(s) for Vacant Seat 5
(Term Expires 11/2026)**



Magic Place Community Development District

**Consideration of the Minutes of the September
21, 2026, Special Board of Supervisor's Meeting**
(provided under separate cover)



Magic Place Community Development District

**Consideration of Landscape Installation
Agreement with
Paradise Lawns and Landscape, Inc.**

**AGREEMENT BETWEEN THE MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT AND PARADISE LAWNS & LANDSCAPING INC.
FOR LANDSCAPE INSTALLATION SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between Magic Place Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the “District”), and Paradise Lawns & Landscaping, Inc., a Florida profit corporation (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct, operate, and maintain systems, facilities, and infrastructure within and without the boundaries of the District; and

WHEREAS, the District owns and/or maintains certain landscaped areas, common areas, rights-of-way, stormwater facilities and related improvements within the areas of the District (the “District Property”); and

WHEREAS, the District desires to retain Contractor to provide landscape installation services within the median areas of the District Property, as more specifically described in Contractor’s Landscape Installation Proposal No. TR-2026-2960 dated August 20, 2026 (the “Proposal”), attached hereto as **Exhibit “A”**; and

WHEREAS, Contractor represents that it is qualified, experienced, and capable of providing such services and desires to provide the same in accordance with the terms and conditions 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 Contractor (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. SCOPE OF SERVICES AND OBLIGATIONS. Contractor shall provide all labor, supervision, equipment, and materials necessary to furnish and install the plant material, irrigation modifications, and mulch described in the Proposal within the median beds of the District Property identified therein (collectively, the “Work”) in a professional, safe, and workmanlike manner. Contractor shall perform the Work in accordance with applicable federal, state, and local laws, ordinances, and regulations, and in accordance with the scope, specifications, quantities, and unit pricing described in **Exhibit “A,”** which is attached hereto and incorporated herein. The Proposal is incorporated solely to define the scope, specifications, quantities, and unit pricing of the Work. In the event of any conflict between this Agreement and the Proposal, this Agreement

shall control, and the terms and conditions set forth in the Proposal (including, without limitation, those relating to deposits, late payment penalties, fuel surcharges, trip charges, allocation of litigation costs, the length of the agreement, and limitations on Contractor's responsibility for damages or underground utilities) shall be of no force or effect.

Contractor shall promptly notify the District Manager of any unsafe conditions, irrigation failures, or site conditions encountered that require work beyond the scope of the Proposal. No change orders, plant substitutions, or additional work shall be performed or compensated unless approved in advance in writing by the District Manager. Contractor shall exercise due care in the performance of the Work prior to any excavation, and shall be responsible for repairing, at its sole cost, any damage to District Property, irrigation systems, or utilities caused by its operations.

In consideration of the Work, the District shall pay Contractor an amount not to exceed Fifty-Two Thousand Five Hundred Two and 00/100 Dollars (\$52,502.00), calculated in accordance with the unit prices set forth in the Proposal for quantities actually installed. Contractor shall invoice the District upon completion of the Work, and payment shall be made following the District's inspection and acceptance of the Work.

SECTION 3. TERM. The term of this Agreement shall commence as noted above (the "Commencement Date") and shall continue until Contractor's completion of the Work and the District's final acceptance of and payment for the Work, unless otherwise terminated by either party. Contractor shall complete the Work within thirty (30) days after the Commencement Date, subject to extension for delays caused by events beyond Contractor's reasonable control. Both the District and Contractor shall have the right to terminate this Agreement effective immediately at any time due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause; provided, however, that upon any termination the District shall be obligated to pay only for Work satisfactorily performed and accepted through the effective date of termination.

SECTION 4. INSURANCE. Contractor shall maintain, at its own expense and throughout the term of this Agreement, workers' compensation insurance in accordance with Florida law, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, and automobile liability insurance with limits of not less than \$2,000,000 combined single limit. The District, its staff, and its consultants shall be named as additional insureds on the general liability policy.

SECTION 5. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees from and against any and all claims, damages, liabilities, losses, and expenses arising out of or related to Contractor's performance of services under this Agreement, except to the extent caused by the negligence or willful misconduct of the District.

SECTION 6. 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 7. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other.

SECTION 8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 9. 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:

Magic Place Community Development District
c/o PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attn: Jane Gaarlandt, District Manager

With a copy to:

Cobb Cole
231 N. Woodland Blvd.
DeLand, FL 32720
Attn: Mark A. Watts, Esq.
Email: Mark.Watts@CobbCole.com

B. If to CONTRACTOR:

Paradise Lawns and Landscaping, Inc.
2151 Lois Lane (SR520)
Cocoa, Florida 32926

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

SECTION 10. 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 11. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 12. SEVERABILITY. The invalidity or unenforceability of anyone 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 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

[This space intentionally left blank. Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below.

**MAGIC PLACE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name: _____

Title: _____

Date: _____

**PARADISE LAWNS AND
LANDSCAPING, INC.**

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Landscape Installation Proposal No. TR-2026-2960

Date

8/20/26



Proposal #

TR-2026-2960

Landscape Installation Proposal

Property Name: Magic Place

Contact Information: Alexandre Ribeiro

Frederico Gontijo

Service Address: Same

Submitted By: Tyler Roberts

321-448-6050

Billing Address: Same

support@paradiselawnsfl.com

Description of Work: This proposal covers the defined material below per plan. Paradise will provide all necessary materials, labor and equipment to perform the jobs as defined. Any Change Orders will be defined and priced accordingly to job specific tasks. proposal is to install plants in medians.

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total
Installation of	Oleander Bush - White		Orange large beds	3 gal	230	EA	\$20.00	\$ 4,600.00
	Ixora - Dwarf Red			1 gal	1,570	EA	\$9.50	\$ 14,915.00
								\$ -
Installation of	Yucca - Adam's Needle		Orange small beds	1 gal	520	EA	\$9.50	\$ 4,940.00
								\$ -
Irrigation Modifications					1	EA	\$650.00	\$ 650.00
Mulch - Brown Dyed Cypress					69	EA	\$61.00	\$ 4,209.00

Sub Total: \$ 29,314.00

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total
Installation of	Oleander Bush - White		Blue large beds	3 gal	184	EA	\$20.00	\$ 3,680.00
	Ixora - Dwarf Red			1 gal	1,256	EA	\$9.50	\$ 11,932.00
								\$ -
Installation of	Yucca - Adam's Needle		Blue small beds	1 gal	420	EA	\$9.50	\$ 3,990.00
								\$ -
Irrigation Modifications					1	EA	\$475.00	\$ 475.00
Mulch - Brown Dyed Cypress					51	EA	\$61.00	\$ 3,111.00

Sub Total: \$ 23,188.00

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

Sub Total: \$ -

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

Sub Total: \$ -

Total: \$ 52,502.00



Proposal #
TR-2026-2960

Landscape Installation Proposal

Thursday, August 20, 2026

Property Name: Magic Place

Contact Information: 0

Service Address: Same

Billing Address: Same

Submitted By: Tyler Roberts

321-448-6050

support@paradiselawnsfl.com

Terms of Contract :

Contracted Amount \$ 52,502.00

50% Deposit Required \$ 26,251.00 starting _____

A prorated amount of \$ - will be invoiced for the first month to coincide with services rendered.

Paradise Lawns & Landscaping, Inc. agrees to install the listed material and will perform the services as specified on the proposal page. The length of this agreement is for (30) days from the executed date and will automatically be billed upon completion. Either party may terminate services with a 30 day written notice prior to work beginning. All open balances are considered due should either party terminate the contract. Any litigation costs are at the expense of each party. Paradise is insured for workman's compensation, general liability and automobile liability. Certificates of insurance are available upon request. Paradise Lawns & Landscaping, Inc. assumes no responsibility for damages beyond our control or acts of God. Should any changes be needed please contact us at (877) 282-6611. The attached prices are not subject to change unless both parties agree upon the set amount. Fuel surcharges are enforced should Paradise incur such costs. Paradise uses www.fuelgaugereport.aaa.com to calculate the cost and the invoice will indicate the percentage billed.

Conditions: Any additional trips to the site caused by the customer for reasons uncontrolled by Paradise Lawns & Landscaping will result in a \$85.00 trip charge per event. Any changes made to the Scope of Work will result in additional charges to the purchaser. Transplanted plant material is not covered under any warranty. All material is guaranteed to be as specified on the proposal. Any plant changes or substitutions are an additional cost to the purchaser. All plant material must be watered daily or until the plant acclimates which usually happens in 4-6 weeks. Paradise is not responsible for additional water requirements outside of our initial installation. Paradise is a State Certified Irrigation Contractor and can be hired for additional fees unless noted in the above stated scope of work. Any repairs related to landscape installation will be billed on a time and materials bases. All work is to be completed in a professional manner according to standard Horticulture practices. All agreements are contingent upon strikes, accidents, or other delays beyond our control. Paradise is not responsible for any unmarked underground utilities, any repair costs are at the expense of the owner.

Terms: Payment must be received once the job is completed, unless other arrangements are made. If payment is more than 5 days past its due date, a 2% penalty will be imposed every day after the projected date. Any delinquencies over 30 days are subject to a 5% penalty per month.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Paradise Lawns & Landscaping is authorized to do the work as specified. Paradise or Purchaser may cancel this contract at any time upon giving a 30 day notice or upon customer default of payment terms.

Tyler Roberts
321-448-6050
support@paradiselawnsfl.com

Date

DORIS H Houch

Authorized Approver (Print)

Date

DORIS H Houch

Authorized Approver (Signature)

Chair



Magic Place Community Development District

Discussion Regarding Phase 1B Maintenance



Magic Place Community Development District

**Consideration of the FY 2027 Arbitrage
Engagement Letter with LLS Tax Solutions
Inc.**



LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

September 17, 2026

Magic Place Community Development District
c/o PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Magic Place Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$18,800,000 Magic Place Community Development District Special Assessment Revenue Bonds, Series 2019

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the annual calculation period beginning May 2, 2026, through the period ending May 1, 2027, is \$500, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Magic Place Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____



Magic Place Community Development District

**Ratification of Payment Authorization
Nos. 101 – 105**

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 101
8/7/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
261741	Paradise Lawns & Landscaping (MPCDD)	08/01/2026	Magic Place CDD	4,804.00
8788	VGLOBALTECH (MPCDD)	08/01/2026	Magic Place CDD	125.00
Total:				4,929.00

Secretary



VICE Chairperson

Please make check payable to:
Magic Place CDD
% PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329
(407) 723-5900

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 102
8/14/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
4845	BOYD CIVIL ENGINEERING, INC. (MPCDD)	08/06/2026	Magic Place CDD	131.00
85765	COBB COLE (MPCDD)	08/05/2026	Magic Place CDD	303.00
2026.08.03	Doris H Houck (MPCDD)	08/03/2026	Magic Place CDD	200.00
Total:				634.00

Secretary

J. J. J. J.
VICE Chairperson

Please make check payable to:
Magic Place CDD
% PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329
(407) 723-5900

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 103
8/21/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
92634-082126	DUKE ENERGY PAYMENT PROCESSING (MPCDD)	08/21/2026	Magic Place CDD	669.37
DM-08-2026-45	PFM Management Services LLC (MPCDD)	08/06/2026	Magic Place CDD	2,750.00
Total:				3,419.37

Secretary



Vice Chairperson

Please make check payable to:
Magic Place CDD
% PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329
(407) 723-5900

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 104
8/28/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
261658	Paradise Lawns & Landscaping (MPCDD)	07/27/2026	Magic Place CDD	2,900.00
Total:				2,900.00

Secretary



Vice-Chairperson

Please make check payable to:
Magic Place CDD
% PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329
(407) 723-5900

**MAGIC PLACE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 105
9/4/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
16497-083126	DUKE ENERGY PAYMENT PROCESSING (MPCDD)	08/31/2026	Magic Place CDD	1,509.27
Total:				1,509.27

Secretary

Vice Chairperson

Please make check payable to:
Magic Place CDD
% PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329
(407) 723-5900



Magic Place Community Development District

Review of District Financial Statements
(provided under separate cover)