



Rizzetta & Company

# **Magnolia West Community Development District**

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**October 13, 2020**

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

**[www.magnoliawestcdd.org](http://www.magnoliawestcdd.org)**

## **MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084

<b>Board of Supervisors</b>	Judith Linde Fermin Lewis James Teagle Jan Doan Arrington Lentz	Board Supervisor, Chairman Board Supervisor, Asst. Secretary Board Supervisor, Asst. Secretary Board Supervisor, Asst. Secretary Board Member
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Ryan Stilwell	Prosser

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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 (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270

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

October 6, 2020

## Board of Supervisors Magnolia West Community Development District

### AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **October 13, 2020 at 3:30 p.m.** via teleconference at 1-929-205-6099 meeting ID 680 626 4765, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statute. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on August 13, 2020.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for July 2020 and August 2020.....Tab 2
  - C. Administration of Oat of Office to Arrington Lentz.....Tab 3
  - D. Consideration of Resolution 2021-01, Redesignating Officers.....Tab 4
- 4. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Amenity Manager Report
    - 1.) First Coast CMS, Amenity Manager Report, October 1, 2020.....Tab 5
    - 2.) Discussion Regarding COVID-19 and Amenity Facility
  - D. Landscape Report
    - 1.) BrightView Landscape Report, October 6, 2020.....Tab 6
    - 2.) Consideration of BrightView Proposal for Crape Myrtle Removal.....Tab 7
  - E. District Manager
    - 1.) Acceptance of Second Addendum to Agreement for Professional District Services.....Tab 8
- 5. BUSINESS ITEMS**
  - A. Ratification of Approval of Fiscal Year 2020-2021 District Insurance Policy.....Tab 9
  - B. Consideration of Proposal for WebWatchdogs Extended Warranty Option.....Tab 10
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Very truly yours,  
Lesley Gallagher  
Magnolia West Community Development District

**CALL TO ORDER / ROLL CALL**

# **PUBLIC COMMENTS**

# **BUSINESS ADMINISTRATION**

## **Tab 1**

## MINUTES OF MEETING

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

MAGNOLIA WEST  
COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Magnolia West Community Development District was held on **Tuesday, August 13, 2020 at 6:00 p.m.** via teleconference at 1-929-205-6099 Meeting ID 680 626 4765, pursuant to Executive Orders 20-52, 20-69 and 20-123 issued by Governor DeSantis, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Following is the agenda for the meeting.

Present and constituting a quorum:

Robert Porter	<b>Board Supervisor, Chairman</b>
Judith Linde	<b>Board Supervisor, Vice Chairman</b>
Ferman Lewis	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Ryan Stilwell	<b>District Engineer, First Coast CMS</b>
Tony Shiver	<b>President, First Coast CMS</b>
Rodney Hicks	<b>Branch Manager, BrightView Landscaping</b>
Oscar Miranda	<b>Representative, BrightView Landscaping</b>

Members of the public present

**FIRST ORDER OF BUSINESS****Call to Order**

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



**SECOND ORDER OF BUSINESS****Public Comments**

Ms. Gallagher opened up the meeting for public comment. There was one caller with no public comments.

The Board then moved to item 3C.

**THIRD ORDER OF BUSINESS****Selecting Audit Committee and Setting First Audit Committee Meeting Date**

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board selected themselves as Audit Committee and set the first committee meeting date as the first regular meeting date of the Fiscal Year, which will be adopted later in the meeting for Magnolia West Community Development District.

**FOURTH ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors' Regular Meeting held May 12, 2020**

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held May 12, 2020 for Magnolia West Community Development District.

**FIFTH ORDER OF BUSINESS****Ratification of the Operation and Maintenance Expenditures for April 2020, May 2020 and June 2020**

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board ratified Operation and Maintenance Expenditures for April 2020 in the amount of \$21,439.85, May 2020 in the amount of \$17,168.66 and June 2020 in the amount of \$27,638.15 for Magnolia West Community Development District.

**SIXTH ORDER OF BUSINESS****Staff Reports**

- A. District Counsel  
Ms. Buchanan had no report but was available for questions.
- B. District Engineer  
Mr. Stilwell had no specific report but was available for questions.

## C. Amenity Manager Report

1.) Amenity Manager, Report First Coast CMS, August 1, 2020

2.) Discussion Regarding Amenity Facility and COVID-19

Mr. Shiver updated the Board that there had been pool pump damage due to a recent storm and that the repair was being completed. He also expected the pool to re-open tomorrow for the weekend. He notified the Board that there had been a challenge lately with underage children at the pool and with teenagers not abiding by policies. Mr. Shiver requested the Board approve a sign in the system to help identify adults who leave their children at the facility unsupervised. The Board approved and made it clear that Mr. Shiver should have the full authority to implement suspensions based on the policies. The Board then reviewed current COVID-19 restrictions and that the staffing hours would drop per the agreement in September, specially weekend staffing hours. The Board agreed to spread the twenty-four weekday hours to staff Tuesday through Friday with shorter shifts, based on the usage and it may be reviewed at the next meeting further. No guest policy remains in place and the grill will be reopened only to residents and capacity and reservations will also remain the same at this time.

Ms. Linde noted an issue with the lights at the entry monument on County Road 315 which Mr. Shiver will review. Mr. Porter thanked Mr. Shiver for all he does in house which helps the CDD save money.

## D. Landscape Report

1.) BrightView Landscape Report, August 6, 2020

Mr. Miranda updated the Board that he completed a walk through with Mr. Shiver on August 6, 2020 and he included information regarding this in his report. He noted that he is monitoring plant health and a sago palm at the pool and if it is not salvageable, he will remove. He will also be forwarding a proposal for pruning the crepe myrtles. Mr. Shiver thanked Mr. Miranda for all his efforts in the community.

2.) Consideration of Pine Tree Removal Proposal

Mr. Miranda confirmed that a tree permit was not required for removal.

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board approved the Tree Removal proposal in an amount not to exceed \$4,400.00 to remove, stump and grind seven pine trees at the tennis courts for Magnolia West Community Development District.

## E. District Manager

Ms. Gallagher updated the Board that there had been an issue with one of the entry fountains leaking which had been repaired and a leak credit was applied for through Clay County Utility Department.

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

On a motion by Mr. Porter, seconded by Mr. Lewis, with all in favor, the Board approved the renewal proposals from BrightView, which reflected a three percent increase to their general maintenance services for Magnolia West Community Development District.

**EIGHT ORDER OF BUSINESS****Consideration of First Coast CMS Contract  
Renewal Agreement**

This proposal reflected no pricing increase but only a change in how hours are structured and a three percent increase proposed for Fiscal Year 2021-2022.

On a motion by Mr. Porter, seconded by Mr. Lewis, with all in favor, the Board approved First Coast CMS contract renewal agreement for Magnolia West Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Lake Doctors Contract  
Renewal Agreement Proposal**

On a motion by Mr. Porter, seconded by Mr. Lewis, with all in favor, the Board approved Lake Doctors renewal proposal in the amount of \$597.00 monthly, which is consistent with the current agreement for Magnolia West Community Development District.

**TENTH ORDER OF BUSINESS*****Consideration of PoolSure Contract Renewal  
Agreement (Under Separate Cover)***

Mr. Shiver updated the Board that after reaching out to PoolSure to request a renewal proposal he was updated that they would be requesting a fifteen percent increase for Fiscal Year 2020-2021 and a fifteen percent increase the following year. Since the pool was closed for a portion of the year he took exception to them noting the increase was tied to consumption and has provided a proposal to install chemical equipment through CES and then have the CDD purchase pool chemicals from Hawkins directly, eliminating the need for PoolSure.

On a motion by Ms. Linde, seconded by Mr. Lewis, with all in favor, the Board approved terminating PoolSure and purchasing chemical equipment from CES at a cost not to exceed \$2,618.00 and then purchasing chemicals from Hawkins for Magnolia West Community Development District.

**ELEVENTH ORDER OF BUSINESS****Public Hearing on Fiscal Year 2020-2021  
Final Budget**

On a motion by Ms. Linde, seconded by Mr. Lewis, with all in favor, the Board opened Public Hearing for Fiscal Year 2020-2021 Final Budget for Magnolia West Community Development District.

No public comments on budget. Mr. Lewis had a question about the security line.

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board closed Public Hearing for Fiscal Year 2020-2021 Final Budget for Magnolia West Community Development District.

**1.) Consideration of Resolution 2020-09, Adopting Fiscal Year 2020-2021 Final Budget**

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board adopted the Budget as proposed and Resolution 2020-09 for Magnolia West Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Resolution 2020-10,  
Imposing Special Assessments and  
Certifying the Assessment Roll**

On a motion by Mr. Porter, seconded by Mr. Lewis, with all in favor, the Board adopted Resolution 2020-10, Approving Special Assessments and Certifying the Assessment Roll for Magnolia West Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Consideration Resolution 2020-11,  
Designating Date, Time and Location of  
Fiscal Year 2020-2021 Regular Board of  
Supervisors' Meetings**

On a motion by Ms. Linde, seconded by Mr. Lewis, with all in favor, the Board adopted Resolution 2020-11, Designating Date, Time and Location of Fiscal Year 2020-2021 Regular Board of Supervisors' Meetings for Magnolia West Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Supervisors Request**

Mr. Porter offered his resignation since there was a resident that came forward interested in his seat. The Board accepted Mr. Porters resignation effective after the end of the meeting in order to maintain a quorum through the meeting.

On a motion by Mr. Lewis, seconded by Ms. Linde, with all in favor, the Board accepted Robert Porter's resignation effective following the meeting for Magnolia West Community Development District.

The Board then appointed Arrington Lentz to Mr. Porter's seat effective at the end of the meeting.

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board appointed Arrington Lentz to Mr. Porter's seat effective following the meeting for Magnolia West Community Development District.

The public comment section of the meeting was opened back up. A caller had a question about how many days the pool is cleaned per week and that repair needed to be made to play feature as well as a comment regarding pool furniture.

Mr. Porter then thanked Ms. Linde for all her involvement over the years and made a motion to appoint Judith Linde as Chairman upon his resignation. The Board approved this appointment following Mr. Porter's resignation.

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Adjournment**

On a motion by Mr. Porter, seconded by Ms. Linde, with all in favor, the Board of Supervisors adjourned the meeting at 7:01 p.m. for the Magnolia West Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## **Tab 2**

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

## **Operation and Maintenance Expenditures July 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$85,694.61**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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



# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atlantic Companies, Inc	001771	163922	Final Invoice Access Control System 06.20	\$ 174.96
Brightview Landscape Services, Inc.	001772	6798491	Spring Flowers 04/20	\$ 315.00
Brightview Landscape Services, Inc.	001772	6888453	Monthly Landscape Service 07/20	\$ 2,765.00
Clay County Utility Authority	001779	Cust#00247722 06/20	3490 Canyon Falls Amenity 06/20	\$ 616.62
Clay County Utility Authority	001780	Cust#00572677 06/20	3179 Canyon Falls Drive Reclaimed Irrigation 06/20	\$ 24.19
Clay Electric Cooperative, Inc.	001761	7213663 06/20	3490 Canyon Falls Drive 06/20	\$ 556.00
Clay Electric Cooperative, Inc.	001781	7213663 07/20	3490 Canyon Falls Drive 07/20	\$ 1,396.00
Clay Electric Cooperative, Inc.	001761	9075317 06/20	3179 Canyon Falls Dr Entry Sign 06/20	\$ 262.00
Clay Electric Cooperative, Inc.	001781	9075317 07/20	3179 Canyon Falls Dr Entry Sign 07/20	\$ 257.00
Clay Electric Cooperative, Inc.	001761	9075319 06/20	3185 Canyon Falls Dr Sign 06/20	\$ 255.00
Clay Electric Cooperative, Inc.	001781	9075319 07/20	3185 Canyon Falls Dr Sign 07/20	\$ 259.00
Clay Today	001776	313410 07/20	Legal Advertising Acct #502236 07/02/2020	\$ 299.70

# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Comcast	001773	8495 74 150 0248350 07/20	Amenity Cable/Phone/Internet 07/20	\$ 272.80
First Coast CMS, LLC	001774	5103	Amenity Staff, Janitorial, Pool & Maintenance Service 07/20	\$ 5,633.77
First Coast CMS, LLC	001774	5177	Reimbursement for Purchases 07/20	\$ 1,566.48
Fitness Pro	001777	22846	Qrtly Preventative Maintenance 07/20	\$ 150.00
Hopping Green & Sams	001767	115680	Monthly Legal Services 05/20	\$ 1,923.00
Innersync Studio, Ltd dba. Campus Suite	001766	18615	Website Service ADA Compliance	\$ 384.38
Parry Pools, Inc	001769	42820	Pool Remodel - Final 06/20	\$ 61,250.00
Poolsure	001762	131295593405	Water Management Monthly 07/20	\$ 630.36
Prosser Inc.	001763	44129	Engineering Services For 05/20	\$ 1,513.21
Prosser Inc.	001763	44130	Engineering Services For 05/20	\$ 315.00
Republic Services #687	001770	0687-001066260	Amenity Trash Removal 07/20	\$ 223.80
Republic Services #687	001778	0687-001073247	Amenity Trash Removal 08/20	\$ 224.34

# Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	001764	INV0000050757	District Management Fees 07/20	\$ 3,660.00
Rizzetta Technology Services, LLC	001765	INV0000006000	Website Hosting Services 07/20	\$ 100.00
The Lake Doctors, Inc	001775	514520	Lake Maintenance w/Addt'l Lake 07/20	\$ 597.00
Turner Pest Control, LLC	001768	6688272	Pest Control 06/20	<u>\$ 70.00</u>
Report Total				<u>\$ 85,694.61</u>

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

## **Operation and Maintenance Expenditures August 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$23,318.34**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brightview Landscape Services, Inc.	001785	6926611	Monthly Landscape Service 05/20	\$ 1,710.00
Brightview Landscape Services, Inc.	001793	6931259	Monthly Landscape Service 08/20	\$ 2,765.00
Clay County Utility Authority	001786	Cust#00247722 07/20	3490 Canyon Falls Amenity 07/20	\$ 635.70
Clay County Utility Authority	001787	Cust#00572676 07.20	3179 Canyon Falls Drive Irrigation 07.20	\$ 4,132.66
Clay County Utility Authority	001788	Cust#00572677 07/20	3179 Canyon Falls Drive Reclaimed Irrigation 07/20	\$ 24.19
Comcast	001794	8495 74 150 0248350 08/20	Amenity Cable/Phone/Internet 08/20	\$ 272.83
Ferman Clifford Lewis II	001795	FL08132020	Board of Supervisors Meeting 08/13/2020	\$ 200.00
First Coast CMS, LLC	001789	5144	Amenity Staff, Janitorial, Pool & Maintenance Service 07/20	\$ 5,633.77
First Coast CMS, LLC	001789	5193	Reimbursement for Purchases 06/20	\$ 1,892.11
Hopping Green & Sams	001790	116362	Monthly Legal Services 06/20	\$ 420.50
Jennifer Saint	001791	JS08012020	Rental Deposit Refund - J. Saint	\$ 150.00
Poolsure	001782	131295594137	Water Management Monthly 08/20	\$ 630.36

## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Republic Services #687	001797	0687-001079992	Amenity Trash Removal 09/20	\$ 224.22
Rizzetta & Company, Inc.	001783	INV0000051768	District Management Fees 08/20	\$ 3,660.00
Rizzetta Technology Services, LLC	001784	INV0000006101	Website Hosting Services 08/20	\$ 100.00
Robert S. Porter	001796	BP08132020	Board of Supervisors Meeting 08/13/2020	\$ 200.00
The Lake Doctors, Inc	001798	520785	Lake Maintenance w/Addt'l Lake 08/20	\$ 597.00
Turner Pest Control, LLC	001792	6834449	Pest Control 08/20	<u>\$ 70.00</u>
Report Total				<u>\$ 23,318.34</u>

## **Tab 3**

**MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISOR  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

\_\_\_\_\_  
SIGNATURE

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF CLAY

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, personally appeared \_\_\_\_\_ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Magnolia West Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public  
STATE OF FLORIDA

My commission expires on:



## **Tab 4**

**RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MAGNOLIA  
WEST COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING  
THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN  
EFFECTIVE DATE**

WHEREAS, Magnolia West 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 Clay County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

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

- Section 1.** \_\_\_\_\_ is appointed Chairman.
- Section 2.** \_\_\_\_\_ is appointed Vice Chairman.
- Section 3.** \_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 13<sup>h</sup> DAY OF OCTOBER, 2020**

**MAGNOLIA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

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

# STAFF REPORTS

# District Counsel

# District Engineer

# Amenity Manager Report

## **Tab 5**



# **Magnolia West Community Development District**

Field Report Oct 2020

**First Coast CMS LLC  
10/01/2020**



## ***Swimming Pool***

There are a few maintenance issues that we are getting address at this time.

One of the recirculating pumps is not getting power. We believe that the issue may be the motor starter but we have scheduled Florida Pump to come out and take a look.

One of the new filter multi-valves is allowing water to pass through to waste, even in Filter mode. At this time, no water is being lost because this pump is off (see above). We have contacted Parry Pools for repair. This item was replaced when the pool was resurfaced and is likely defective. The repair will be covered under warranty.

The pool deck has a 12 foot section that has caved in. It is possible that the damaged was caused during construction but we can't verify that. I have contacted Cornerstone Solutions for a proposal and currently looking for another bid for repair. Cornerstone has proven to be the cheaper option in the past.

The new equipment has been installed and we are no longer using Poolsure. Poolsure has been notified but they have not removed their equipment as of yet.

## ***Common Area and Events***

We have resumed private events. Currently, they are only allowed between the hours of 12 – 6 pm and must be staffed. Maximum of 25 guest are allow. We have had 2 reservations since the last meeting.

There have been several issues regarding the entrance fountains over the past few months, in regards to water usage. Both issues have had to due with the autofill device. The last issue was repaired by Innovative Fountains. We have called the county to confirm water usage since September 3<sup>rd</sup> has been normal and we have monitored this very closely.

Several fence panels along Medinah was replaced. It appears they were blown out by a storm and were missing

It was reported to Staff that one of the ponds in The District was experiencing a fish kill. This was reported to District Manager and relayed to the aquatics vendor.

Several pine trees next to the tennis court was removed. The roots were damaging the court.

Brightview will be repairing the sod damaged due to the tree removal.

# **Discussion Regarding COVID-19 and Amenity Facility**

# Landscape Report

## **Tab 6**

# Quality Site Assessment

## General Information

**Property Name:** Magnolia West CDD

**Date:** Tuesday, October 06, 2020

**Next Inspection Date:** Monday, February 03, 2020

**Client Attendees:**

**Brightview Attendees:** Oscar Miranda Jr

## CUSTOMER FOCUS AREA:

Amenities, lakes and focal entrances.

## CARRYOVER ITEMS (CheckBox = DONE): None Noted

## MAINTENANCE ITEMS:

- 1) Fall Annuals expected to be rotated in by October 20th.
- 2) Shrubs at the main signs and amenity center trimmed up. Magnolia West sign weeds in between roses will be removed and treated.
- 3) Preserve sign shrubs maintained, weeds to be pulled and treated the next few services.
- 4) Ponds continually mowed in rotation, heavy rain last week slowed down production but rotation is caught up.
- 5) Main entrance fully serviced every visit.
- 6) Damaged turf from pine tree removal has now been replaced. Will continue to monitor area next few weeks.
- 7) Pine straw install around the burn behind the pool.
- 8) Pine straw install around tennis court.
- 9) Playgrounds continually maintained, weeds removed and leaves blown away during every visit.

## RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

## NOTES TO OWNER/CLIENT:

# Quality Site Assessment

## Maintenance Items

Fall Annuals expected to be rotated in by October 20th.



[ 1 / 9 ]

## Maintenance Items

Shrubs at the main signs and amenity center trimmed up. Magnolia West sign weeds in between roses will be removed and treated.



[ 2 / 9 ]

## Maintenance Items

Preserve sign shrubs maintained, weeds to be pulled and treated the next few services.



[ 3 / 9 ]

## Maintenance Items

Ponds continually mowed in rotation, heavy rain last week slowed down production but rotation is caught up.



[ 4 / 9 ]



# Quality Site Assessment

## Maintenance Items

Main entrance fully serviced every visit.



[ 5 / 9 ]

## Maintenance Items

Damaged turf from pine tree removal has now been replaced. Will continue to monitor area next few weeks.



[ 6 / 9 ]

## Maintenance Items

Pine straw install around the burn behind the pool.



[ 7 / 9 ]

## Maintenance Items

Pine straw install around tennis court.



[ 8 / 9 ]



# Quality Site Assessment

## Maintenance Items

Playgrounds continually maintained, weeds removed and leaves blown away during every visit.



[ 9 / 9 ]

## **Tab 7**

## Proposal for Extra Work at Magnolia West CDD

Property Name	Magnolia West CDD	Contact	Lesley Gallagher
Property Address	3438 Canyon Falls Drive Green Cove Springs, FL 32043	To	Magnolia West CDD
		Billing Address	c/o Rizzetta & Company Inc 8529 S Park Cir Ste 330 Orlando, FL 32819

Project Name      Crape Myrtle Removal

Project Description      Removal and stump grinding of 9 crape myrtles inside the pool area.

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Removal of 9 Crape Myrtles and Stump Grind

For internal use only

**SO#**                      7308431

**JOB#**                    346100449

**Service Line**            300

**Total Price**                      \$1,917.00

#### THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

### Customer

District Manager

Signature	Title
-----------	-------

Lesley Gallagher

August 26, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature	Title
-----------	-------

Oscar L Miranda Jr

August 26, 2020

Printed Name

Date

Job #: 346100449

Proposed Price: \$1,917.00

SO # 7308431

# District Manager

## **Tab 8**

## SECOND ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

---

This SECOND Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between **Magnolia West Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Clay County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1st, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

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

**MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

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

**Exhibit B – Schedule of Fees**



Rizzetta & Company



**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

<b>ANNUALLY</b>	<b>MONTHLY</b>	
Management:	\$ 1,442.00	\$17,304
Administrative:	\$ 353.67	\$ 4,224
Accounting:	\$ 1,545.00	\$18,540
Financial & Revenue Collections:	\$ 429.17	\$ 5,150
Assessment Roll (1):		\$ 5,408
<b>Total Standard On-Going Services:</b>	<b>\$ 3,769.84</b>	<b>\$50,646</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

**ADDITIONAL SERVICES:**



Rizzetta & Company

Extended and Continued Meetings	Hourly	\$ 180.25
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

#### **PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 54.00
District Manager	\$ 42.00
Accounting & Finance Staff	\$ 29.00
Administrative Support Staff	\$ 25.00

**LITIGATION SUPPORT SERVICES:** Hourly Upon Request

#### **ADDITIONAL THIRD-PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



Rizzetta & Company

# **BUSINESS ITEMS**

## **Tab 9**



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Magnolia West Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

## **About FIA**

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

### **Competitive Advantage**

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

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

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

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

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

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

**Magnolia West Community Development District**  
**c/o Rizzetta & Company**  
**2806 N. Fifth Street, Ste. 403**  
**St. Augustine, FL 32084**

**Term: October 1, 2020 to October 1, 2021**

**Quote Number: 100120681**

## **PROPERTY COVERAGE**

### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$1,680,850
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$8,000

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

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

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

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

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

**TOTAL PROPERTY PREMIUM**

**\$7,246**

**Extensions of Coverage**

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

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



X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

## CRIME COVERAGE

### Description

### Limit

### Deductible

Forgery and Alteration

Not Included

Not Included

Theft, Disappearance or Destruction

Not Included

Not Included

Computer Fraud including Funds Transfer Fraud

Not Included

Not Included

Employee Dishonesty, including faithful performance, per loss

Not Included

Not Included

## AUTOMOBILE COVERAGE

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

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

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

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

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

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

**Cyber Liability sublimit included under POL/EPLI**

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



## PREMIUM SUMMARY

**Magnolia West Community Development District  
c/o Rizzetta & Company  
2806 N. Fifth Street, Ste. 403  
St. Augustine, FL 32084**

**Term: October 1, 2020 to October 1, 2021**

**Quote Number: 100120681**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$7,246
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,960
Public Officials and Employment Practices Liability	\$2,421
<b>TOTAL PREMIUM DUE</b>	<b>\$12,627</b>

#### IMPORTANT NOTE

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

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

Additional Notes:

(None)





## PROPERTY VALUATION AUTHORIZATION

**Magnolia West Community Development District**  
**c/o Rizzetta & Company**  
**2806 N. Fifth Street, Ste. 403**  
**St. Augustine, FL 32084**

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### QUOTATIONS TERMS & CONDITIONS

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

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

- |                                     |                          |              |                          |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$1,680,850  | As per schedule attached |
| <input checked="" type="checkbox"/> | Inland Marine            | \$8,000      | As per schedule attached |
| <input type="checkbox"/>            | Auto Physical Damage     | Not Included |                          |

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

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

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



Property Schedule

Schedule Items Effective As of: 10/01/2020

**Magnolia West Community Development District**

Policy No.: 100120681

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
1	Pool In Ground w/Splash Pad Pumps & Equipment	2007	10/01/2020	\$398,725	
	3490 Canyon Falls Drive Green Cove Springs FL 32043	Below ground liquid storage tank / pool	10/01/2021		\$398,725
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
2	Pool Furniture in the Open and Grill	2007	10/01/2020	\$37,500	
	3490 Canyon Falls Drive Green Cove Springs FL 32043	Property in the Open	10/01/2021		\$37,500
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
3	Gazebo	2007	10/01/2020	\$24,019	
	3490 Canyon Falls Drive Green Cove Springs FL 32043	Frame	10/01/2021		\$24,019
	Pyramid hip		Asphalt shingles		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
4	Recreational Court with Fence, Shade Structure, and lights	2007	10/01/2020	\$45,580	
	3490 Canyon Falls Drive Green Cove Springs FL 32043	Non combustible	10/01/2021		\$45,580
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
5	Playground Equipment	2007	10/01/2020	\$25,000	
	3490 Canyon Falls Drive Green Cove Springs FL 32043	Non combustible	10/01/2021		\$25,000
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
6	Fence - Wrought Iron		10/01/2020	\$27,040	
	Canyon Falls Drive Green Cove Springs FL 32043	Non combustible	10/01/2021		\$27,040
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
7	Street Lights @ parking lot		10/01/2020	\$25,000	
	3490 Canyon Falls Drive Green Cove Springs FL 32043	Non combustible	10/01/2021		\$25,000

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

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

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



Property Schedule

Schedule Items Effective As of: 10/01/2020

**Magnolia West Community Development District**

Policy No.: 100120681

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape      Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
8	Irrigation Systems		10/01/2020	\$25,000	
	Canyon Falls Drive	Pump / lift station	10/01/2021		\$25,000
	Green Cove Springs FL 32043				
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape      Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
9	Entry Features including sign and fencing and PVC fencing along Medinah and CR 315		10/01/2020	\$67,160	
	Medinah Lane	Joisted masonry	10/01/2021		\$67,160
	Canyon Falls Drive				
10	Green Cove Springs FL 32043				
	Amenity Center	2007	10/01/2020	\$804,522	
	3490 Canyon Falls Drive	Frame	10/01/2021	\$33,000	\$837,522
	Complex		Asphalt shingles		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape      Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
11	Monument & Lights	2018	10/01/2020	\$64,931	
	Medinah Lane	Masonry non combustible	10/01/2021		\$64,931
	Canyon Falls Drive				
12	Green Cove Springs FL 32043				
	Monument & Lights	2018	10/01/2020	\$64,931	
	Medinah Lane	Masonry non combustible	10/01/2021		\$64,931
13	Canyon Falls Drive				
	Perimeter Fencing around Playground	2007	10/01/2020	\$9,176	
	Derby Forest Driver	Non combustible	10/01/2021		\$9,176
14	Green Cove Springs FL 32043				
	Playground Equipment	2019	10/01/2020	\$29,266	
	Derby Forest Driver	Non combustible	10/01/2021		\$29,266
	Green Cove Springs FL 32043				
<b>Total:</b>		Building Value	Contents Value	Insured Value	
		\$1,647,850	\$33,000	\$1,680,850	

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

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

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





Inland Marine Schedule

Schedule Items Effective As of: 10/01/2020

***Magnolia West Community Development District***

**Policy No.:** 100120681  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pool Access Equipment - ADA Lift		Other inland marine	10/01/2020 10/01/2021	\$8,000	\$1,000
				Total	\$8,000	

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **Tab 10**

# WEBWATCHDOGS

SURVEILLANCE CAMERA SYSTEMS

1 Hargrove Grade Suite 1A

Palm Coast, FL 32137

(386) 957-9339

(866) 896-9055 Fax

www.WebWatchdogs.net

info@webwatchdogs.net

Florida Contractor License #ES12000771

## Work Order

Date	Order #
9/30/2020	5654
Magnolia West CDD c/o RIZZETTA & COMPANY, INC. 2806 N. 5th St., Unit 403 St. Augustine, FL 32084	

Description	Qty	Cost	Total
Extended Warranty Option- Complete Surveillance Camera System (\$250 Per Year After the 1st Year For Complete System- Parts & Labor)  ****Warranty Expires 2/4/2021****	1	250.00	250.00
This Work Order includes only the work and service listed above and no other. All products and installation are warranted for 1 year from date of completion in accordance with the terms of the Camera System Agreement. I have read and agree to all terms on conditions set forth here and on the Camera System Agreement. I understand that 25% deposit is due before any work shall be scheduled. Thereafter, work shall commence as soon as reasonably possible. My signatures indicate acceptance and then satisfactory completion of the work covered herein. Balance is due upon completion of work.		<b>Subtotal</b>	\$250.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$250.00
Signature Accept:	Date:	Acceptance Deposit (25%)	
Signature Completion:	Date:	Balance Due	

# **SUPERVISOR REQUESTS**

# ADJOURNMENT