



Rizzetta & Company

# **Magnolia West Community Development District**

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**February 9, 2021**

**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 Arrington Lentz Ferman Lewis Douglas Kurht Cynthia Riegler	Board Supervisor, Chairman Board Supervisor Vice Chairman Board Supervisor, Asst. Secretary Board Member 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 Avenue, Unit 403 · St. Augustine, Florida 32084 · (904) 436-6270  
[www.magnoliawestcdd.org](http://www.magnoliawestcdd.org)

February 1, 2021

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 **February 9, 2021 at 3:30 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043. The following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Audit Committee Meeting held on October 13, 2020.....**Tab 1**
  - B. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on October 13, 2020.....**Tab 2**
  - C. Ratification of the Operation and Maintenance Expenditures for September 2020, October 2020, November 2020, and December 2020.....**Tab 3**
  - D. Administration of Oath of Office.....**Tab 4**
  - E. Consideration of Resolution 2021-02, Redesignating Officers.....**Tab 5**
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Consideration of Proposal for Annual Engineer's Report.....**Tab 6**
  - C. Amenity Manager Report
    - 1.) First Coast CMS, Amenity Managers Report, February 1, 2021.....**Tab 7**
    - 2.) Discussion Regarding COVID-19 Restrictions
  - D. Landscape Report
    - 1.) BrightView Landscape Report, January 18, 2021.....**Tab 8**
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Landscape Proposal for Fountain Areas.....**Tab 9**
  - B. Consideration of Proposal for Pool Furniture.....**Tab 10**
  - C. Consideration of Audit Committee Recommendation
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,

**Lesley Gallagher**

Lesley Gallagher

Magnolia West Community Development District

**CALL TO ORDER / ROLL CALL**

# **AUDIENCE COMMENTS ON AGENDA ITEMS**

# **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 **Audit Committee Meeting** of the Magnolia West Community Development District was held on **Tuesday, 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 Statutes. Following is the agenda for the meeting.

Present and constituting a quorum:

Judith Linde  
Arrington Lentz  
James Teagle

**Board Supervisor, Chairman**  
**Board Supervisor, Vice Chairman**  
**Board Supervisor, Assistant Secretary**

Also present were:

Lesley Gallagher  
Michelle Rigoni  
Tony Shiver  
Oscar Miranda  
Brian Mercer

**District Manager, Rizzetta & Company, Inc.**  
**District Counsel, Hopping Green & Sams**  
**Representative, First Coast CMS**  
**Account Manager, BrightView Landscape**  
**Associate Branch Manager, BrightView Landscape**

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

Ms. Gallagher called the meeting to order at 3:32 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS****Review Instructions and Criteria for Proposals  
for District Auditing Services**

The audit committee selected the criteria including price and an equal weight of twenty (20) points for each of the five (5) criteria.

**THIRD ORDER OF BUSINESS****Establishing a Date for Second Audit Committee  
Meeting**

The audit committee set the 2<sup>nd</sup> Audit meeting date for February 9, 2021 at 3:30 p.m. prior to the onset of the regular meeting.

Ms. Gallagher closed the audit committee meeting and moved into the regular CDD meeting at 3:36 p.m.



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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## **Tab 2**

## MINUTES OF MEETING

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

MAGNOLIA WEST  
COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Magnolia West Community Development District was held on **Tuesday, 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 Statutes. Following is the agenda for the meeting.

Present and constituting a quorum:

Judith Linde	<b>Board Supervisor, Chairman</b>
James Teagle	<b>Board Supervisor, Assistant Secretary</b>
Arrington Lentz	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Michelle Rigoni	<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>
Brian Mercer	<b>Associate 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 3:36 p.m. and read the roll call.

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

Ms. Gallagher unmuted all participants for public comments. There were no public comments,

**THIRD ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors' Regular Meeting held August 13, 2020**

On a motion by Ms. Linde, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held August 13, 2020 for Magnolia West Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of the Operation and Maintenance Expenditures for July 2020 and August 2020**

On a motion by Mr. Teagle, seconded by Ms. Linde, with all in favor, the Board ratified Operation and Maintenance Expenditures for July 2020 in the amount of \$85,694.61 and August 2020 in the amount of \$23,318.34 for Magnolia West Community Development District.

**FIFTH ORDER OF BUSINESS****Administration of Oath of Office to Arrington Lentz**

It was noted that Ms. Lentz had taken her oath prior to the meeting today.

**SIXTH ORDER OF BUSINESS****Consideration of Resolution 2021-01, ReDesignating Officers**

On a motion by Mr. Teagle, seconded by Ms. Linde, with all in favor, the Board adopted Resolution 2021-01, designating the following, Judith Linde as Chairman, Arrington Lentz as Vice Chairman, James Teagle, Jan Doan, Fermin Lewis, Melissa Dobbins and Lesley Gallagher all as Assistant Secretaries for Magnolia West Community Development District.

**SEVENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Ms. Rigoni updated that the Board had previously reviewed and approved the developers request to transfer the storm water management system in phase 4 as contemplated in the District Engineer's Report. The approval was contingent upon a satisfactory inspection by the District Engineer. She also noted that at this time the inspection was complete and a certification had been provided, but the District Engineer had some concerns with fencing placed around the property and possible impacts on stormwater piping under it. It was then noted the Developer agreed to sign a warranty and make any required repairs if discovered in the next two (2) years. Discussions ensued.

The District Engineer recommended another inspection prior to the two (2) year mark.

On a motion by Ms. Linde, seconded by Mr. Teagle, with all in favor, the Board authorized the completion of the transfer of Phase 4 Ponds and for the Chairperson to work with Staff to finalize documents for Magnolia West Community Development District.

**B. Amenity Manager Report**

- 1.) First Coast CMS, Amenity Manager Report, October 1, 2020
- 2.) Discussion Regarding COVID-19 and Amenity Facility

Mr. Shiver updated the Board regarding pool pump issues that Florida Pump had been contacted about as well as an area of pavers that were sinking. He has contacted Cornerstone Solutions regarding repairs and is working on obtaining other proposals for this work.

The Board went on to discuss expanding restrictions for COVID-19. The Board agreed to put a waiver in place for rentals and begin CDD events again with a holiday event including use of waivers and temperature checks if the insurance company had no objections to this. It was also noted that the gym hours be expanded from 4:00 a.m. to midnight and that amenity room reservation hours be extended from a 10:00 a.m. to 8:00 p.m. window allowing still for a five hour rental timeframe. The Board also lifted the no guest policy for the facility.

Concerns were reviewed regarding the entry fountains at the entrance along Medinah and Canyon Falls. The request was made to turn the fountains off, drain them and convert as planters or fill them in with concrete. The Board directed Staff to turn off the fountains and drain them and provide proposals to convert them to planters for the Board to review at their next meeting.

## C. Landscape Report

1.) BrightView Landscape Report, October 6, 2020

2.) Consideration of BrightView Proposal for Crape Myrtle Removal

Mr. Miranda updated the Board that the fall annuals were due to be installed by October 20, 2020 and the crew would be working on weeds in the rose bushes.

The Board then reviewed proposal for the crepe myrtle removal (Exhibit A) inside the fenced area at the amenity center.

On a motion by Ms. Linde, seconded by Mr. Teagle, with all in favor, the Board approved the BrightView proposal in the amount of \$1,917.00, to remove nine (9) crepe myrtles for Magnolia West Community Development District.

## D. District Manager

1.) Acceptance of Second Addendum to Agreement for Professional District Services

On a motion by Ms. Linde, seconded by Mr. Teagle, with all in favor, the Board accepted the Second addendum to the Agreement for Professional District Services for Magnolia West Community Development District.

**EIGHTH ORDER OF BUSINESS****Ratification of Approval of Fiscal Year 2020-2021 District Insurance Policy**

On a motion by Mr. Teagle, seconded by Ms. Linde, with all in favor, the Board ratified the approval of the District Insurance Policy for Fiscal Year 2020-2021 for Magnolia West Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Proposals for WebWatchdogs Extended Warranty Option**

On a motion by Mr. Teagle, seconded by Ms. Linde, with all in favor, the Board approved the extended warranty with WebWatchdogs effective February 2021 in the amount of \$250.00 for Magnolia West Community Development District.

**TENTH ORDER OF BUSINESS****Supervisors Request**

The meeting was opened up for public comment. Douglas Kurht had questions regarding community input on the fountain discussion. He also noted landscape concerns. Mr. Shiver provided an update that a site meeting was being scheduled to review landscaping.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Ms. Linde, seconded by Mr. Teagle, with all in favor, the Board of Supervisors adjourned the meeting at 4:21 p.m. for the Magnolia West Community Development District.

DRAFT

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



# **Exhibit A**

## 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

## **Tab 3**

# 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 September 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$34,688.21**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 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.	001807	6973930	Monthly Landscape Service 09/20	\$ 2,765.00
Brightview Landscape Services, Inc.	001803	6987398	Podocarpus Replacements 08/20	\$ 430.00
Brightview Landscape Services, Inc.	001807	6995351	Summer Flowers 08/20	\$ 315.00
Clay County Utility Authority	001804	Cust#00247722 08/20	3490 Canyon Falls Amenity 08/20	\$ 489.42
Clay County Utility Authority	001805	Cust#00572676 08/20	3179 Canyon Falls Drive Irrigation 08/20	\$ 3,822.98
Clay County Utility Authority	001806	Cust#00572677 08/20	3179 Canyon Falls Drive Reclaimed Irrigation 08/20	\$ 24.19
Clay Electric Cooperative, Inc.	001799	7213663 08/20	3490 Canyon Falls Drive 08/20	\$ 1,272.00
Clay Electric Cooperative, Inc.	001814	7213663 09/20	3490 Canyon Falls Drive 09/20	\$ 1,677.00
Clay Electric Cooperative, Inc.	001799	9075317 08/20	3179 Canyon Falls Dr Entry Sign 08/20	\$ 252.00
Clay Electric Cooperative, Inc.	001814	9075317 09/20	3179 Canyon Falls Dr Entry Sign 09/20	\$ 299.00
Clay Electric Cooperative, Inc.	001799	9075319 08/20	3185 Canyon Falls Dr Sign 08/20	\$ 256.00
Clay Electric Cooperative, Inc.	001814	9075319 09/20	3185 Canyon Falls Dr Sign 09/20	\$ 273.00

# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Comcast	001815	8495 74 150 0248350 09/20	Amenity Cable/Phone/Internet 09/20	\$ 272.83
Egis Insurance & Risk Advisors	001808	11428	Gen Liab/Property/PO Renwal 20/21	\$ 12,627.00
First Coast CMS, LLC	001809	5211	Amenity Staff, Janitorial, Pool & Maintenance Service 09/20	\$ 4,054.00
Hopping Green & Sams	001810	116954	Monthly Legal Services 07/20	\$ 176.50
Prosser Inc.	001811	44518	Engineering Services For 08/20	\$ 525.75
Republic Services #687	001816	0687-001086553	Amenity Trash Removal 10/20	\$ 224.34
Rizzetta & Company, Inc.	001800	INV0000052558	District Management Fees 09/20	\$ 3,660.00
Rizzetta Technology Services, LLC	001801	INV0000006201	Website Hosting Services 09/20	\$ 100.00
Sawyer Gas	001802	3110171930	Amenity Gas Refill 08/20	\$ 416.22
Sawyer Gas	001812	3111163260	Amenity Gas Repair 08/20	\$ 158.98
The Lake Doctors, Inc	001813	527056	Lake Maintenance w/Addt'l Lake 09/20	<u>\$ 597.00</u>

# Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Report Total				<u>\$ 34,688.21</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 October 2020 Presented For Board Approval**

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

The total items being presented: **\$35,900.67**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



# Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 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.	001817	6991897	Pine Tree Removal 08/20	\$ 4,400.00
Brightview Landscape Services, Inc.	001820	7011673	Palm Trees Pruned 09/20	\$ 220.00
Brightview Landscape Services, Inc.	001820	7011685	Mulch 09/20	\$ 4,404.00
Brightview Landscape Services, Inc.	001817	7013931	Irrigation Reparis 09/20	\$ 143.00
Brightview Landscape Services, Inc.	001830	7018354	Monthly Landscape Service 10/20	\$ 2,847.95
Clay County Utility Authority	001821	Cust#00247722 09/20	3490 Canyon Falls Amenity 09/20	\$ 590.42
Clay County Utility Authority	001822	Cust#00572676 09/20	3179 Canyon Falls Drive Irrigation 09/20	\$ 596.15
Clay County Utility Authority	001823	Cust#00572677 09/20	3179 Canyon Falls Drive Reclaimed Irrigation 09/20	\$ 24.67
Clay Today	001835	316362 09/24/20	Legal Advertising Acct #502236 09/24/20	\$ 120.15
Clay Today	001835	316363 09/24/20	Legal Advertising Acct #502236 09/24/20	\$ 120.15
Clay Today	001824	373073	Legal Advertising Acct #502236 09/24/20	\$ 240.30
Comcast	001836	8495 74 150 0248350 10/20	Amenity Cable/Phone/Internet 10/20	\$ 272.87

## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast CMS, LLC	001831	5243	Amenity Staff, Janitorial, Pool & Maintenance Service 10/20	\$ 3,891.16
First Coast CMS, LLC	001819	5276	Reimbursement for Purchases 08/20	\$ 5,394.18
First Coast CMS, LLC	001831	5345	Reimbursement for Purchases 10/20	\$ 20.98
Fitness Pro	001825	23401	Qrtly Preventative Maintenance 10/20	\$ 150.00
Florida Department of Revenue	001832	65-8017548744-9 09/20	FL Sales And Use Tax 09/20	\$ 8.17
Hopping Green & Sams	001826	117559	Monthly Legal Services 08/20	\$ 1,553.50
Innersync Studio, Ltd dba. Campus Suite	001818	18841	Website Service ADA Compliance	\$ 384.38
James E. Teagle	001834	JT101320	Board of Supervisors Meeting 10/13/20	\$ 200.00
Republic Services #687	001837	0687-001093239	Amenity Trash Removal 11/20	\$ 223.80
Rizzetta & Company, Inc.	001828	INV0000053355	District Management Fees 10/20	\$ 3,769.84
Rizzetta & Company, Inc.	001828	INV0000053611	Assessment Roll Preparation FY 20/21	\$ 5,408.00
Rizzetta Technology Services, LLC	001833	INV0000006406	Website Hosting Services 10/20	\$ 100.00

## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Shannon Rector	001827	SR091920	Rental Deposit Refund - S. Rector	\$ 150.00
The Lake Doctors, Inc	001838	536247	Lake Maintenance w/Addt'l Lake 10/20	\$ 597.00
Turner Pest Control, LLC	001829	6913056	Pest Control 09/20	<u>\$ 70.00</u>
Report Total				<u>\$ 35,900.67</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 November 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$18,775.03**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrington Lentz	001842	AL101320	Board of Supervisors Meeting 10/13/20	\$ 200.00
Ashley Richardson	001843	AR092620	Rental Deposit Refund - A Richardson	\$ 150.00
Brightview Landscape Services, Inc.	001850	7060025	Monthly Landscape Service 11/20	\$ 2,847.95
Clay County Utility Authority	001846	Cust#00247722 10/20	3490 Canyon Falls Amenity 10/20	\$ 804.34
Clay County Utility Authority	001856	Cust#00572676 10/20	3179 Canyon Falls Drive Irrigation 10/20	\$ 3,077.48
Clay County Utility Authority	001847	Cust#00572677 10/20	3179 Canyon Falls Drive Reclaimed Irrigation 10/20	\$ 24.67
Clay Electric Cooperative, Inc.	001839	7213663 10/20	3490 Canyon Falls Drive 10/20	\$ 960.00
Clay Electric Cooperative, Inc.	001839	9075317 10/20	3179 Canyon Falls Dr Entry Sign 10/20	\$ 187.00
Clay Electric Cooperative, Inc.	001839	9075319 10/20	3185 Canyon Falls Dr Sign 10/20	\$ 186.00
Department of Economic Opportunity	001851	83098	Special District Fee FY 20/21	\$ 175.00
Disclosure Services, LLC	001840	3	Amortization Schedule Series 2006	\$ 100.00
First Coast CMS, LLC	001852	5305	Amenity Staff, Janitorial, Pool & Maintenance Service 11/20	\$ 3,891.16

# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast CMS, LLC	001841	5368	Reimbursement for Purchases 10/20	\$ 261.93
Grau & Associates	001848	S4250246P455	Audit Services FY20/21	\$ 26.00
Hopping Green & Sams	001853	118281	Monthly Legal Services 09/20	\$ 913.00
Prosser Inc.	001854	44803	Engineering Services For 10/20	\$ 210.00
Republic Services #687	001857	0687-001099830	Amenity Trash Removal 12/20	\$ 223.66
Rizzetta & Company, Inc.	001844	INV0000054224	District Management Fees 11/20	\$ 3,769.84
Rizzetta Technology Services, LLC	001845	INV0000006511	Website Hosting Services 11/20	\$ 100.00
The Lake Doctors, Inc	001855	539484	Lake Maintenance w/Addt'l Lake 11/20	\$ 597.00
Turner Pest Control, LLC	001849	6978709	Pest Control 10/20	<u>\$ 70.00</u>
Report Total				<u>\$ 18,775.03</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 December 2020 Presented For Board Approval**

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

The total items being presented: **\$19,066.17**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bria Wittig	001865	BW120520	Rental Deposit Refund - B. Witting	\$ 250.00
Brightview Landscape Services, Inc.	001861	7111337	Fall Flowers 11/20	\$ 315.00
Clay County Utility Authority	001866	Cust#00247722 11/20	3490 Canyon Falls Amenity 11/20	\$ 674.54
Clay County Utility Authority	001867	Cust#00572676 11/20	3179 Canyon Falls Drive Irrigation 11/20	\$ 17.38
Clay County Utility Authority	001868	Cust#00572677 11/20	3179 Canyon Falls Drive Reclaimed Irrigation 11/20	\$ 24.67
Clay Electric Cooperative, Inc.	001862	7213663 11/20	3490 Canyon Falls Drive 11/20	\$ 1,057.00
Clay Electric Cooperative, Inc.	001862	9075317 11/20	3179 Canyon Falls Dr Entry Sign 11/20	\$ 31.00
Clay Electric Cooperative, Inc.	001862	9075319 11/20	3185 Canyon Falls Dr Sign 11/20	\$ 31.00
Comcast	001863	8495 74 150 0248350 11/20	Amenity Cable/Phone/Internet 11/20	\$ 272.87
First Coast CMS, LLC	001869	5382	Amenity Staff, Janitorial, Pool & Maintenance Service 12/20	\$ 3,706.16
First Coast CMS, LLC	001869	5454	Reimbursement for Purchases 12/20	\$ 644.39
First Coast CMS, LLC	001873	5475	Repair Deck Pavers 12/20	\$ 1,665.00



# Magnolia West Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	001864	118842	Monthly Legal Services 10/20	\$ 1,693.50
Paul Newbruer	001870	PN1201/20	Rental Deposit Refund - P. Newbruer	\$ 150.00
Republic Services #687	001874	0687-001107144	Amenity Trash Removal 01/20	\$ 225.57
Rizzetta & Company, Inc.	001858	INV0000054700	District Management Fees 12/20	\$ 3,769.84
Rizzetta Technology Services, LLC	001859	INV0000006613	Website Hosting Services 12/20	\$ 100.00
The Lake Doctors, Inc	001871	545344	Lake Maintenance w/Addt'l Lake 12/20	\$ 597.00
Turner Pest Control, LLC	001860	7051983	Pest Control 11/20	\$ 70.00
US Bank	001872	5950141	Trustee Fees	<u>\$ 3,771.25</u>
Report Total				<u>\$ 19,066.17</u>

## **Tab 4**

**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 \_\_\_\_\_, 2021, 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 5**

**RESOLUTION 2021-02**

**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 9TH DAY OF FEBRUARY 2021**

**MAGNOLIA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

**ATTEST:**

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

# STAFF REPORTS

# District Counsel

# District Engineer



## **Tab 6**

December 4, 2020

Magnolia West CDD  
c/o Lesley Gallagher  
Rizzetta & Company  
2806 North Fifth Street, Unit 403  
St. Augustine, Florida 32084

**Re: Magnolia West CDD  
2021 Consulting Engineers Report**

Dear Ms. Gallagher,

Thank you very much for this opportunity to provide this professional services proposal for the Magnolia West CDD. The purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the Consulting Engineers Report for the Magnolia West CDD.

Generally, we understand (and more thoroughly outline below) that Prosser will perform review of the existing conditions and update the previous Consulting Engineers Report that has been completed for the District with any necessary changes.

**Task 1 – Development of Consulting Engineers Report**

Prosser's engineering services include:

- Perform site visit to review existing facilities owned by the District.
- Coordinate with District staff to verify all improvements completed since previous year report.
- Update and prepare the 2021 Consulting Engineers Report in accordance with Florida Statutes and the Master Trust Indenture.
- Present the report to the Board for review and acceptance.

**FEE SUMMARY**

TASK	DESCRIPTION	FEE
1	Development of Consulting Engineers Report	\$1,500.00

**ADDITIONAL SERVICES**

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached, but will not commence without written permission. Prosser does not foresee additional services from sub-consultants, including surveying, geotechnical investigation, etc. being required. Should the need arise, we will assist with coordinating the work of all sub-consultants by providing site information and data, as and when requested. These sub-consultants will contract with you directly for their services.

Our scope of work for this project does not include the following:

- All Design and Modeling Services
- All Permitting Services
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Architectural drawings
- Permit/application Fees

### **OUT-OF-POCKET EXPENSES**

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904)739-3655 if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Thank you again for the opportunity to provide our engineering services.

Sincerely,

**PROSSER, Inc.**



Ryan P. Stilwell, PE  
Principal

Accepted By:

---

Signature

---

Typed Name & Title

---

Date

**PROSSER, INC.**

**GENERAL CONDITIONS**

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.

9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

**PROSSER**



*Creative Visionaries. Engineering Minds®*

## Hourly Rate Schedule

Effective August 1, 2018

### Planning & Engineering

Principal	\$210
Project Director	\$185
Project Manager	\$160
Senior Engineer	\$150
Engineer	\$130
Senior Planner & Senior Landscape Architect	\$150
Planner & Landscape Architect	\$130
Senior Graphic Arts Director	\$150
Graphic Art Designer	\$110
Senior Designer	\$130
Designer	\$100
CADD Technician	\$85
Clerical	\$60
Administrative Support	\$85

### Project & Business Services

Project Administrator	\$140
Sr. Project Researcher	\$135
Project Researcher	\$130
Sr. Public Relations Liaison	\$150
Technical Writer	\$100

### Information Services

Programmer	\$135
Information Systems	\$135
GIS Programmer	\$135
GIS Analyst	\$130
GIS Technician	\$110

### CEI/Construction Management Services

Resident Engineer	\$150
Construction Project Manager	\$140
Sr. Construction Inspector	\$ 95
Construction Inspector	\$ 85

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

# Amenity Manager Report

## **Tab 7**



# **Magnolia West Community Development District**

Field Report February 2021

First Coast CMS LLC  
02/01/2021



## ***Swimming Pool***

There are no maintenance issues that we are getting address at this time.

Poolsure has removed their equipment from the site (pool chemical equipment)

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

We continue to work with Brightview and bring up areas of concerns. Since the last meeting, the Crepe Myrtles were removed around the pool deck (approved by Board). They also cleaned back several feet of overgrown plant material at the very end of the CDD easement on CR315B.

We have requested that Brightview provide a proposal for playground mulch.

The weight machine rope was replaced due to wear and tear.

One of the toddler swings on the playground was replaced.

One of the entrance gates was damaged by people climbing over the it. We resecured it.

The facility was prepared for the freeze of December 25<sup>th</sup>. The facility experienced no damage from the freeze.

It appears that the Preserve side playground gate was damaged and hinges will need to be replaced.

Bob's Backflow has been scheduled to complete the annual inspection of the water supply Backflow, as required by the County.

We have provided District Manager with a proposal for new pool furniture.

We will be working with District Manager over the next few weeks to schedule pressure washing of the facility.



# **Discussion Regarding COVID-19 Restrictions**

# Landscape Report

## **Tab 8**

# Quality Site Assessment

## General Information

**Property Name:** Magnolia West CDD

**Date:** Monday, January 18, 2021

**Next Inspection Date:**

**Client Attendees:**

**Brightview Attendees:** Brian Mercer

## CUSTOMER FOCUS AREA:

Amenities, lakes and focal entrances.

## MAINTENANCE ITEMS:

- 1) Flowers performing well. New buds on snapdragons will provide color soon.
- 2) St Augustine turf is dormant along the roadway and weed free.
- 3) Severe freeze damage on flax lilies at the main signs. Plants will be cut back when the threat of freezes are over. Some areas will need to be replaced.
- 4) Freeze damage on flax lilies. See above.
- 5) Winter cutbacks on ornamental grasses have been completed.
- 6) Playground on Derby Forest is being maintained and mulch looks good.
- 7) Slight freeze damage on Mexican petunias and flax lilies in the pool area. Plants will be cutback when the threat of freezes are over.
- 8) Clubhouse hedges are groomed and beds are weeds free. Oak trees will be dropping their leaves soon. Crew will stay on top of leaf drop.
- 9) Reviewed all lakes. Lakes are dormant and maintained to the waters edge.

## RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Jack Frost ligustrums are not performing well in front of the tennis court. I suggest a different plant or closing in the bed line with sod.
- 2) Some turf areas at the clubhouse are starting to shade out. Suggest to install plants to hold in mulch.

## NOTES TO OWNER/CLIENT:

# Quality Site Assessment

## Maintenance Items

Flowers performing well. New buds on snapdragons will provide color soon.



[ 1 / 9 ]

## Maintenance Items

St Augustine turf is dormant along the roadway and weed free.



[ 2 / 9 ]

## Maintenance Items

Severe freeze damage on flax lilies at the main signs. Plants will be cut back when the threat of freezes are over. Some areas will need to be replaced.



[ 3 / 9 ]

## Maintenance Items

Freeze damage on flax lilies. See above.



[ 4 / 9 ]



# Quality Site Assessment

## Maintenance Items

Winter cutbacks on ornamental grasses have been completed.



[ 5 / 9 ]

## Maintenance Items

Playground on Derby Forest is being maintained and mulch looks good.



[ 6 / 9 ]

## Maintenance Items

Slight freeze damage on Mexican petunias and flax lilies in the pool area. Plants will be cutback when the threat of freezes are over.



[ 7 / 9 ]

## Maintenance Items

Clubhouse hedges are groomed and beds are weeds free. Oak trees will be dropping their leaves soon. Crew will stay on top of leaf drop.



[ 8 / 9 ]



# Quality Site Assessment

## Maintenance Items

Reviewed all lakes. Lakes are dormant and maintained to the waters edge.



[ 9 / 9 ]

## Recommendations for Property Enhancements

Jack Frost ligustrums are not performing well in front of the tennis court. I suggest a different plant or closing in the bed line with sod.



[ 1 / 2 ]

## Recommendations for Property Enhancements

Some turf areas at the clubhouse are starting to shade out. Suggest to install plants to hold in mulch.



[ 2 / 2 ]

# District Manager

# **BUSINESS ITEMS**

## **Tab 9**

## 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      Magnolia West: Fountain and Sign Redo for Magnolia West and Preserve

Project Description      Landscape Enhancement

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Magnolia West Sign:</b>			<b>Subtotal</b>	<b>\$3,674.14</b>
1.00	LUMP SUM	Prep Area Removing all plants in front of Fountain. Grade area deep edge any hardscapes or bedlines.	\$675.00	\$675.00
1.00	LUMP SUM	Cap off all lines and install new irrigation for new planter. Inspection and Adjustments on newly installed material.	\$500.00	\$500.00
8.00	EACH	Loropetalum 7 gal. - Installed	\$56.72	\$453.76
15.00	EACH	Blue Plumbago 3 gal. - Installed	\$15.52	\$232.80
26.00	EACH	Liriope 1 gal. - Installed	\$7.23	\$187.85
22.00	EACH	Lantana 1 gal. - Installed	\$9.37	\$206.03
150.00	EACH	Flowers 4" - Installed	\$2.25	\$337.20
1.00	CUBIC YARD	#3 Soil Mix - Installed	\$141.30	\$141.30
6.00	CUBIC YARD	Soil and Fill Dirt - Installed (To fill Planter)	\$87.80	\$526.80
20.00	BAG	Mulch - Installed	\$8.30	\$165.90
250.00	SQUARE FEET	St Augustine Sod - Installed (Tighten Bed Line)	\$0.99	\$247.50
<b>Preserve Sign:</b>			<b>Subtotal</b>	<b>\$3,736.22</b>
1.00	LUMP SUM	Prep Area Removing all plants in front of Fountain. Grade area deep edge any hardscapes or bedlines.	\$675.00	\$675.00
1.00	LUMP SUM	Cap off all lines and install new irrigation for new planter. Inspection and Adjustments on newly installed material.	\$500.00	\$500.00
8.00	EACH	Loropetalum 7 gal. - Installed	\$56.72	\$453.76
17.00	EACH	Blue Plumbago 3 gal. - Installed	\$15.52	\$263.84
28.00	EACH	Liriope 1 gal. - Installed	\$7.23	\$202.30
22.00	EACH	Lantana 1 gal. - Installed	\$9.37	\$206.03
150.00	EACH	Flowers 4" - Installed	\$2.25	\$337.20
1.00	CUBIC YARD	#3 Soil Mix - Installed	\$141.30	\$141.30
6.00	CUBIC YARD	Soil and Fill Dirt - Installed (To fill Planter)	\$87.80	\$526.80
22.00	BAG	Mulch - Installed	\$8.30	\$182.49
250.00	SQUARE FEET	St Augustine Sod - Installed (Tighten Bed Line)	\$0.99	\$247.50

#### 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

## Proposal for Extra Work at Magnolia West CDD

For internal use only

**SO#** 7361650  
**JOB#** 346100449  
**Service Line** 130

**Total Price** \$7,410.36

**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

January 25, 2021

Printed Name

Date

### BrightView Landscape Services, Inc. "BrightView"

#### Enhancement Manager

Signature

Title

James Chadwick Knight

January 25, 2021

Printed Name

Date

Job #: 346100449

Proposed Price: \$7,410.36

SO # 7361650



# Magnolia West Sign

Jack Frost/Podocarpus/Muhly: Stay

Lantana

Loropetalum

Plumbago

Annuals

Liriope



# Preserve Sign

Jack Frost/Podocarpus/Muhly: Stay

Lantana

Loropetalum

Plumbago

Annuals

Liriope



# *Magnolia West Sign*





# Preserve Sign



## **Tab 10**

**Horizon Casual, Inc**  
P.O Box 1000  
Ocala, FL 34478  
(352) 622-6852  
www.horizoncasual.com



## Estimate

**ADDRESS**

Magnolia West CDD  
2806 N 5th Street  
Ste 403  
Saint Augustine, FL  
32084-1904 (904)268-8500

**SHIP TO**

Magnolia West CDD  
3490 Canyon Falls Drive  
Green Cove Springs, FL 32043

**ESTIMATE #** 3472**DATE** 11/24/2020**SALES REP**

Krysta

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
30	<b>1202SL</b>	Biscayne Sling Chaise Lounge- 16" Seat Height with 1 1/4" Round Tubing	215.00	6,450.00T
1	<b>Colors</b>	Frame- Bronze Sling Fabric- HC-001 Desert	0.00	0.00

To Process your order, Please, sign and date the bottom of the estimate and return via email. Thank you for your business!

All claims must be made within five days after receipt of goods, and claims for loss or damage in transit must be filed at once with carrier. We hold a shipping receipt in good order and accept no liability. If merchandise is damaged in transit and so received, you are responsible for securing proper notation of such damage from your local freight agent in order to secure settlement. Title of shipment passes to you upon delivery to, properly receipted by, transportation carrier. We are not responsible for delays in transit and our terms are not to be affected by such delays. Merchandise returned without written authorization will be refused. Goods listed herein remain property of Horizon Casual Inc. until invoice is paid.

SUBTOTAL	6,450.00
TAX	0.00
SHIPPING	265.00
<b>TOTAL</b>	<b>\$6,715.00</b>

Accepted By

Accepted Date

# **Consideration of Audit Committee Recommendation**

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT