



Rizzetta & Company

Magnolia West Community Development District

**Board of Supervisors' Meeting
August 2, 2022**

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

www.magnoliawestcdd.org

MAGNOLIA WEST DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Judith Linde Arrington Lentz Douglas Kuhrt Cynthia Riegler Ferman Lewis	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Michelle Rigoni	Kutak Rock, LLP
District Engineer	Ryan Stilwell	Prosser

**All Cellular phones and pagers must be turned off while in the meeting.
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **6:00 p.m.** with the first section which is called **Public Comments**. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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 · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.magnoliawestcdd.org

July 26, 2022

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 **August 2, 2022 at 6:00 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 Board of Supervisors' Regular Meeting held on May 10, 2022.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for April and May 2022.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager Report – First Coast CMS.....Tab 3
 - D. Landscape Report
 - 1) Brightview Landscape Report.....Tab 4
 - E. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Brightview Enhancement and Replacement Proposals.....Tab 5
 1. Azalea Replacement
 2. Remove and Replace Holly Tree
 3. Replace Podocarpus at Playground
 - B. Consideration of Renewal Proposal from Brightview Landscape.....Tab 6
 - C. Consideration of Renewal Proposal from Lake Doctors.....Tab 7
 - D. Consideration of Renewal Proposal from First Coast CMS.....Tab 8
 - E. Ratification of Air McCall Proposal for AC Services.....Tab 9
 - F. Ratification of Florida Pump Services Proposals for Splash Pad Repairs.....Tab 10
 - G. Consideration of Resolution 2022-04; Setting the Date, Time and Location of FY 2022/23 Regular Meetings.....Tab 11
 - H. Public Hearing on FY 2022-23 Budget
 - 1.) Consideration of Resolution 2022-05; Adopting FY 2022/23 Budget.....Tab 12
 - I. Consideration of Resolution 2022-06; Imposing Special Assessments.....Tab 13

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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J. Acceptance of Third Addendum – Contract for Professional
District Services.....Tab 14

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

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, May 10, 2022 at 6:00 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, Florida 32043. Following is the agenda for the meeting.

Present and constituting a quorum:

Judith Linde	Board Supervisor, Chairman
Arrington Lentz	Board Supervisor, Vice Chairman
Douglas Kuhrt	Board Supervisor, Assistant Secretary (via speakerphone)
Cynthia Riegler	Board Supervisor, Assistant Secretary
Ferman Lewis	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Michelle Rigoni	District Counsel, Kutak Rock (via speakerphone)
Tony Shiver	President, First Coast CMS
Rodney Hicks	Representative, BrightView Landscaping
Ryan Stilwell	District Engineer, Prosser

Audience present.

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher opened the Board of Supervisors Meeting at 6:02 p.m. and read the roll call.

SECOND ORDER OF BUSINESS**Audience Comments on Agenda Items**

There were no audience comments on agenda items.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board of
Supervisors' Regular Meeting held February
8, 2022**

On a motion by Ms. Reigler, seconded by Ms. Lentz, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held February 8, 2022 for Magnolia West Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for December
2021 and January 2022 through March 2022**

On a motion by Ms. Lentz, seconded by Mr. Lewis, with all in favor, the Board ratified Operation and Maintenance Expenditures for December 2021 in the amount of \$27,672.09, January 2022 in the amount of \$18,804.29, February 2022 in the amount of \$19,070.84, and March 2022 in the amount of \$27,626.46 for Magnolia West Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Rigoni was available to answer questions.
- B. District Engineer
Mr. Stilwell presented the reports found under agenda items 5 E&F.
The Board accepted the Annual Engineer's Report (exhibit A).

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board accepted the Annual Engineer's Report for Magnolia West Community Development District.

The Board reviewed the draft Stormwater Analysis and the District Engineer also recommended budgeting approximately \$10,000 for major repairs every 5 to 10 years. The Board then authorized Ms. Lentz to work with the District Engineer and District Manager to finalize the Stormwater Analysis prior to the submission deadline.

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board authorized Ms. Lentz to work with the District Engineer and District Manager to finalize the Stormwater Analysis prior to the submission deadline for Magnolia West Community Development District.

C. Amenity Manager Report

1. First Coast CMS

Mr. Shiver updated the Board that an electrician will be on site on May 15th to review the timers on the courts, the activity structure, and provide a proposal for a new panel at the pool. He also requested that the Board consider allowing First Coast CMS to collect rental and access card fees with a credit card with First Coast CMS collecting a convenience fee which would be equal to \$0.90 on access cards, \$3.00 on pavilion rentals, and \$6.00 on amenity room rentals. First Coast CMS would submit the rental and access card fees to the CDD, the convenience fee would stay with First Coast CMS. All other payment methods would continue to be accepted as well.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board approved First Coast CMS to collect rental and access cards fees via credit card for a convenience fee of \$6.00 for on amenity room rentals, \$3.00 on pavilion rentals, and \$0.90 on access cards and to submit the fees to the CDD and First Coast would keep the convenience fee for Magnolia West Community Development District.

D. Landscape Report

1. Consideration of Brightview Proposal for Landscape Enhancements

Mr. Hicks presented the landscape report (exhibit B). They then reviewed the proposal found under tab 3 of the agenda. The Board authorized the Chairperson to approve the final proposal for replacing freeze damaged plants in a not to exceed amount of \$3,000.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board authorized the Chairperson to approve the final proposal for replacing the freeze damaged plants in a not to exceed amount of \$3,000 for Magnolia West Community Development District.

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the shrub and sod replacement along the tennis court in the amount of \$1,567.36 for Magnolia West Community Development District.

The Board approved the day lilies in the amount of \$1,048.43 and requested that color also be added here, Mr. Hicks suggested poinsettias in the fall.

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board approved the day lilies in the amount of \$1,048.43 for Magnolia West Community Development District.

On a motion by Ms. Linde, seconded by Ms. Lentz, with all in favor, the Board approved the turf replacement portion of the proposal at the front of the clubhouse in the amount of \$5,352.69 for Magnolia West Community Development District.

E. District Manager

Ms. Gallagher noted that the qualifying period for the general election is noon June 13, 2022 through June 17, 2022. She also noted that the next meeting was scheduled for August 2nd at 2pm.

SIXTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2021 Audit

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board accepted the Fiscal Year ending September 30, 2021 Audit for Magnolia West Community Development District.

SEVENTH ORDER OF BUSINESS

Presentation of Registered Voter Count

It was noted that there were 971 registered voters within the boundaries of the district as of April 15, 2022 per correspondence received from Clay County Supervisor of Elections Office.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-03; Approving FY 22/23 Proposed Budget and Setting Public Hearing

Ms. Gallagher reviewed the proposed budget for FY 22/23, which did not reflect an increase in assessments. A public hearing was set for August 2, 2022 at 6pm at the Amenity Center.

On a motion by Ms. Lentz, seconded by Mr. Lewis, with all in favor, the Board adopted resolution 2022-03 approving the proposed budget as presented and setting the public hearing for August 2, 2022 at 6pm at the amenity center for Magnolia West Community Development District.

NINETH ORDER OF BUSINESS**Discussion regarding Amenity Center Policies**

The Board discussed recent concerns that had been brought up about unauthorized use of at the amenity center. The Board made no changes to the current policies which do not allow alcohol on CDD property.

TENTH ORDER OF BUSINESS**Acceptance of the Annual Engineer's Report**

(Moved earlier in the agenda)

ELEVENTH ORDER OF BUSINESS**Acceptance of the Stormwater Analysis**

(Moved earlier in the agenda)

TWELFTH ORDER OF BUSINESS**Supervisors Request and Audience Comments**

Ms. Riegler had comments regarding the number of rental properties in the community and updated the Board that she was no longer on the HOA special events committee.

Ms. Linde updated the Board about communication that she had received from a property owner on Perry Road.

There were no audience comments.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board of Supervisors adjourned the meeting at 7:08 p.m. for the Magnolia West Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A



Creative Visionaries. Engineering Minds®

May 10, 2022

Susan M. Heafner, Trust Review Analyst
U.S. Bank Corporate Trust Services
225 Water Street, Suite 700
Jacksonville, Florida 32202

PROJECT: Magnolia West Community Development District
Prosser Project No. 111007.01
SUBJECT: Consulting Engineer's Report 2022

Dear Ms. Heafner:

In accordance with Section 9.21 of the Master Trust Indenture for the Magnolia West Community Development District ("District"), Prosser, Inc., the District Engineer, has reviewed the portion of the Project (as defined in the Indenture) owned by the District, and such portion appears to have been maintained in good repair, working order and condition.

The fiscal year 2021/2022 budget along with current reserves are sufficient, in our opinion, to provide for operation and maintenance of the portion of the Project owned by the District.

In accordance with Section 9.14 of the Master Trust Indenture, Prosser has reviewed the property schedule stating the current limits of insurance coverage and the policy appears to adequately cover the value of the District owned improvements.

Should you have any questions or comments related to the information provided in this report, please do not hesitate to contact our office.

Sincerely,
PROSSER, INC.

A handwritten signature in blue ink, appearing to read "Ryan P. Stilwell".

Ryan P. Stilwell., P.E.
Principal

Exhibit B



Quality Site Assessment

Prepared for:

Magnolia West CDD

Tue Feb 01 2022

QUALITY SITE ASSESSMENT

Magnolia West CDD

General Information

DATE: Tuesday, Feb 01, 2022

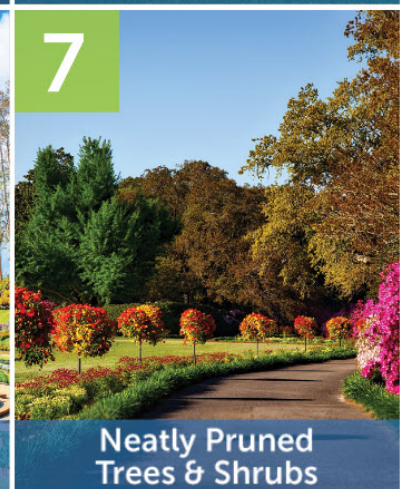
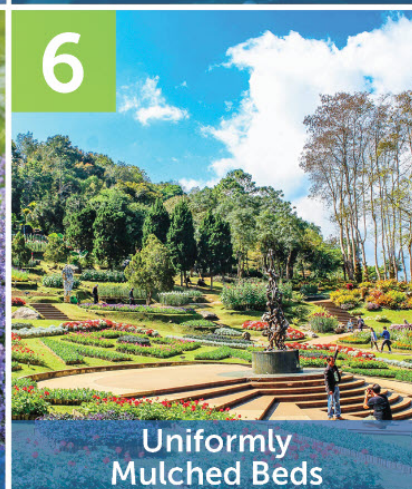
NEXT INSPECTION DATE: Tuesday, Feb 08, 2022

CLIENT ATTENDEES: Lesley Gallagher, Lesley Gallagher

BRIGHTVIEW ATTENDEES: Brian Mercer

Customer Focus Areas

Quality you can count on.



QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



1 Clubhouse and pool area looks well groomed and maintained.

2 Seasonal flowers were damaged from the recent hard freeze. Crew will remove dead flowers.

3 Turf along Medina has some cold damage but should recover when it warms up. Crew will monitor for weed growth.

4 Severe freeze damage on plumbago at entrance signs. These plants will be cut back when the threat of freezes is over. Some replacement will be necessary.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



5 Arboricola and lantana at both planter boxes have severe freeze damage. Plants will be cutback when the threat of freezes are over. Replacement will be necessary.

6 Flax lilies have severe freeze damage. Replacement and fill in will be necessary.

7 Large lake behind playground on Derby Forest looks well maintained all the way to the waters edge

8 Playground mulch at clubhouse was recently approved. Project is on schedule.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



9 Two large oak trees are hanging low and could touch cars as they pass through in and out of the clubhouse. Crew will trim low branches.

10 All ponds look well maintained down to the waters edge.



QUALITY SITE ASSESSMENT

Magnolia West CDD

Recommendations for Property Enhancements



1 Turf area to the right of clubhouse entrance is very thin due to shade from trees. ground cover plants like jasmine would work well here.

2 Large st augustine turf area to the left of the clubhouse has a lot of wear and tear. A path may need to be created.

3 Small shrubs in front of tall hedge at tennis court have seen better days. Area has been proposed to fill in with sod.

Tab 2

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures

April 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2022 through April 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **17,936.78**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Brightview Landscape Services, Inc.	2108	7819935	Landscape Maintenance 04/22	\$ 2,949.00
Clay Electric Cooperative, Inc.	2107	Electric Summary 03/22	Electric Summary 03/22	\$ 1,312.00
Comcast	20220704		Amenity Cable/Phone/Internet 03/22	\$ 1.00
Comcast	20223004	8495 74 150 0248350 04/22	Amenity Cable/Phone/Internet 04/22	\$ 287.64
First Coast CMS, LLC	2104	6285 B	Reimbursement for Purchases 12/21	\$ 1,592.45
First Coast CMS, LLC	2104	6499	Amenity Staff, Janitorial, Pool & Maintenance Service 04/22	\$ 3,817.35
First Coast CMS, LLC	2110	6625	Reimbursement for Purchases 03/22	\$ 841.61
Florida Department of Revenue	2111	85-8013371858C-9 1st Quarter	FL Sales And Use Tax 01/22-03/22	\$ 44.50
Innersync Studio, Ltd dba. Campus Suite	2109	20235	Website Service ADA Compliance Q3 FY 21/22	\$ 384.38
Kutak Rock, LLP	2112	3024466	Legal Services 02/22	\$ 809.00
Natalie Santana	2115	32622	Rental Deposit Refund - Natalie Santana	\$ 50.00
Prosser Inc.	2114	47744	Engineering Services 02/22	\$ 292.50

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Prosser Inc.	2118	47801	Professional Services 03/22	\$ 235.00
Prosser Inc.	2118	47802	Professional Services 03/22	\$ 405.00
Republic Services #687	20223005	0687-001212874	Waste Disposal Services 04/22	\$ 300.18
Rizzetta & Company, Inc.	2106	INV0000067064	District Management Fees 04/22	\$ 3,868.17
Sarah O'Sullivan	2113	31722	Rental Deposit Refund - Sarah O'Sullivan	\$ 150.00
The Lake Doctors, Inc	2116	646276	Lake Maintenance 04/22	<u>\$ 597.00</u>
Report Total				<u>\$ 17,936.78</u>

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures

May 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **21,446.08**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Amanda Connelly	002121	041622	Rental Deposit Refund - Amanda Connelly 04/22	\$ 50.00
Arrington Lentz	002135	AL051022	Board of Supervisors Meeting 05/10/2022	\$ 200.00
Brightview Landscape Services, Inc.	002119	7859933	Landscape Maintenance 05/22	\$ 2,949.00
Brightview Landscape Services, Inc.	002126	7876682	Palm Trees Pruned 04/22	\$ 240.00
Brightview Landscape Services, Inc.	002139	7878038	Flowers Install 04/22	\$ 915.01
Clay Today	002132	2022-222012	Legal Advertising Acct #502236 04/22	\$ 55.35
Cynthia Renee Riegler	002137	CR051022	Board of Supervisors Meeting 05/10/2022	\$ 200.00
Danielle Speer	002138	040922	Rental Deposit Refund - Danielle Speer 04/22	\$ 150.00
Douglas Robert Kuhrt	002134	DK051022	Board of Supervisors Meeting 05/10/2022	\$ 200.00
Ferman Clifford Lewis II	002136	FL051022	Board of Supervisors Meeting 05/10/2022	\$ 200.00
First Coast CMS, LLC	002122	6587	Amenity Staff, Janitorial, Pool & Maintenance Service 05/22	\$ 3,817.35

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
First Coast CMS, LLC	002127	6665	Amenity Staff, Janitorial, Pool & Maintenance Service 06/22	\$ 3,817.35
First Coast CMS, LLC	002127	6708	Reimbursement for Purchases 04/22	\$ 1,295.84
Fitness Pro	002133	27474	Parts and Maintenance 05/22	\$ 1,800.01
Kutak Rock, LLP	002128	3040164	Legal Services 03/22	\$ 594.00
Lynda Owens	002123	042422	Rental Deposit Refund - Lynda Owens 04/22	\$ 50.00
Rizzetta & Company, Inc.	002124	INV0000067856	District Management Fees 05/22	\$ 3,868.17
The Lake Doctors, Inc	002129	652681	Lake Maintenance 05/22	\$ 597.00
Turner Pest Control, LLC	002125	17495395	Pest Control 04/22	\$ 73.50
Turner Pest Control, LLC	002140	17626780	Pest Control 05/22	\$ 73.50
Turner Pest Control, LLC	002131	17699181	Commercial Warranty - RETREAT 10 YEARS 05/22	\$ 300.00
Report Total				<u>\$ 21,446.08</u>

Tab 3



Magnolia West Community Development District

Field Report July 2022

First Coast CMS LLC
07/26/2022

Swimming Pool

We experienced a failure in one of the two filter motors in Mid June. We discovered that the shaft seal that protects the motor from water moving through the pump had failed and was spraying the motor housing. This left the pool operating on only one motor and disabling the automatic chemical system.

A few weeks later, we noticed that the water pressure to the activity features had dropped dramatically and that the 15 hp feature pump sounded bad.

Florida Pump came to swap the filter motors so that the working motor was on the side that is connected the automatic chemical system. They removed the 15hp feature motor and found that the brass impeller sheared off due to corrosion. The motor needed to be rebuilt/replaced and the impeller needed to be sourced and replaced.

We were informed that the lead time on the new motors was 14 weeks. I called another vendor and was told the same thing, even for different brand pumps. I made the decision to have the motors rebuilt in order to expedite getting the water features going. The 15hp motor was in the queue to be rebuilt by Jacksonville Electric Motor Works on Monday, July 25th. This means we anticipate having both motors reinstalled shortly after by Florida Pump Service.

I have asked Florida Pump Service to please provide a proposal on new motors that we can keep for spare parts.

I have also reached out to CES Systems to provide a price for a secondary chemical system so that if we do have another pump failure, we can still ensure the pool is receiving the correct balance of chemicals.

The pool had a health inspection on June 15th and passed with zero violations





Common Area and Events

The pool will remain open on Monday, August 8th since it is the last Monday before the kids go back to school.

We have requested that the palm trees be trimmed due to the falling seeds. The seeds fall in the pool between cleanings and results in residents complaining about debris in the pool.

Several holes appeared to be punched into the wall of the men's restroom. The walls were patched and we are scheduling to get the wall painted.

The men's bathroom toilets have been initially clogged several times. We were able to manually remove the "blockage" and unclog the toilet without calling a plumber

Several bathroom stalls are being locked from the inside. We are able to climb under to unlock the doors

The “Exit” sign in the Men’s restroom was broken from what appears to be an impact. The sign was replaced inhouse without the need to hire a vendor

The gas line to the grill had a leak. We were able to isolate the leak and remove the leaking line in order to get the grill back in service

The new A/C system has been installed at the Amenity Center. This was the result of 3 service calls to fix the old unit. Once the new system was installed, it did not function because it had a faulty TXV valve. Once the valve arrived and installed, the installation tech left the unit without checking for leaks. Another call had to be made and the entire system was checked for leaks and is not working properly. The commercial system that was installed did not come with hail guards to protect the coils. The guards have been ordered.

Once the A/C system failed, we placed several fans in the Amenity Room to aid residents who reserved the space.

We had the carpet cleaned and sanitized in the gym on July 12th.

We have had a problem with residents dumping furniture behind the amenity center dumpster. Each time, we have been either hauling it off or breaking it into much smaller pieces so it will fit in the dumpster

Someone removed a clamp that was used to secure one of the swings. We repaired the swing with S hooks so this could not happen again.

Tab 4

Quality Site Assessment

Prepared for: **Magnolia West CDD**

General Information

DATE: Friday, Jul 22, 2022
NEXT QSA DATE: Friday, Jul 29, 2022
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Willie Perez Davila

Customer Focus Areas

Quality you can count on.

7
Seven
Standards of
Excellence



Site Cleanliness



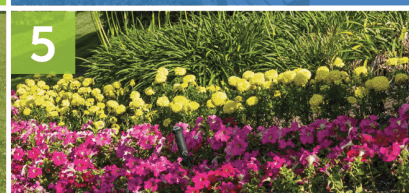
Weed Free



Green Turf



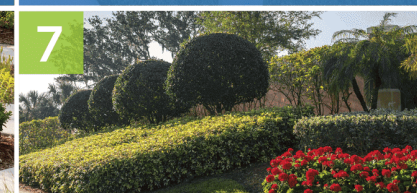
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



1 The flower installation was completed.

2 The Asiatic Jasmine are filling in very well and looks healthy.



Recommendations for Property Enhancements



1 Recommend removing the existing Indian Hawthorns and replacing with 7gal Podocarpus

2 Recommend filling in the area with some color like Blue Daze or Gold Mound Durantas.

3 Recommend replacing the Holly tree by the pool.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Notes to Owner / Client



1 There is a Dead azalea shrubs which will need to install new ones to cover the area

2 The bare area next to the tennis court will need some more azaleas to fill in more.



Tab 5

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 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Azaleas Replacement

Project Description Replacing Azaleas around the Clubhouse and Tennis court

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
14.00	EACH	Formosa - Lavender and Red 7 gal. Shrub/perennial Installed	\$96.02	\$1,344.29

For internal use only

SO# 7876361

JOB# 346100449

Service Line 130

Total Price \$1,344.29

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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 Customer, 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 Customer 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 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 Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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: Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Customer 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 Customer 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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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 Customer. Defined backfill and landscape material may be specified. Customer 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 Customer'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 Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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

Property Manager

Signature _____ Title _____

Lesley Gallagher

July 22, 2022

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Willie Perez Davila

July 22, 2022

Printed Name _____ Date _____

Job #: 346100449

SO #: 7876361

Proposed Price: \$1,344.29

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 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Remove and replace Holly Tree

Project Description Remove and replace Holly Tree at pool area

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Oakleaf Holly B&B 7' ht Installed	\$1,065.68	\$1,065.68

For internal use only

SO# 7876376

JOB# 346100449

Service Line 130

Total Price \$1,065.68

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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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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 Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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12. Assignment: The Customer 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 Customer 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Customer

Property Manager

Signature _____ Title _____

Lesley Gallagher **July 22, 2022**

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Willie Perez Davila **July 22, 2022**

Printed Name _____ Date _____

Job #: 346100449

SO #: 7876376

Proposed Price: \$1,065.68

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 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Replacing Podocarpus at Play ground area

Project Description Removing Indian hawthorns and replacing with Podocarpus around Playground

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
25.00	EACH	Podocarpus - 7 gal. Shrub/perennial Installed	\$105.73	\$2,643.33

For internal use only

SO# 7876371
JOB# 346100449
Service Line 130

Total Price \$2,643.33

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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Customer

Property Manager

Signature _____ Title _____

Lesley Gallagher **July 22, 2022**

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Willie Perez Davila **July 22, 2022**

Printed Name _____ Date _____

Job #: 346100449

SO #: 7876371

Proposed Price: \$2,643.33

Tab 6

Scope of Landscape Services

Landscape Management

Base Management Monthly Price	\$ 2,742.00
Base Management Yearly Fee	\$ 32,904.00

Base Management pricing includes:

- 52 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning

Fertilizer/Pest Control/Weed Control Monthly Price	\$ 281.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$ 3,372.00

Agronomics Management pricing includes:

- Turf Fertilization (4)
- Turf Insect Control
- Turf Weed Control
- Shrub and Groundcover Fertilization (2)
- Shrub and Groundcover Insect Control

Irrigation Inspection Service Monthly Price	\$ 330.00
Irrigation Inspection Service Yearly Fee	\$ 3,960.00

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones (16)
- Monthly cleaning irrigation heads
- Monthly Irrigation report

Total Management Monthly Price **\$ 3,353.00**
Total Management Yearly Fee Total **\$ 40,236.00**

Additional Services:

Annual Installation Monthly Price	\$ 336.00
Annual Installation Yearly Fee	\$ 4,032.00

Annual Installation pricing Includes:

- Install 4" annuals 4x/year 456 flowers Per installation
- Prep and cleanup are included in price
- Additional soil will be needed Cost for Soil Install is \$450.00 Budget for 2 Additional

Palm Tree Pruning Monthly Price	\$ 28.00
Palm Tree Pruning Yearly Fee	\$ 336.00

Palm Pruning pricing includes:

- Palms pruned 1x/ year
- 8 Sabal Palms
- Cleanup and debris removal is included in the price

Mulch Application Monthly Price	\$ 862.00
Mulch Application Yearly Fee	\$ 10,344.00

Mulch pricing includes:

- 2x/year mulching of all ornamental beds and tree rings
- 320 bales of Pine Straw & 45 cubic yards of Brown Mulch 2x/year
- \$5,170.00 per occurrence
- Prep and cleanup is included in the price

Total Contract Value: \$54,948.00 per year

Tab 7



The Lake Doctors, Inc.
Aquatic Management Services®

The Lake Doctors, Inc.
Jacksonville Branch Office
11621 Columbia Park Drive West
Jacksonville, FL 32258

July 22, 2022

Lesley Gallagher
Rizzetta & Company
3434 Colwell Ave
Suite 200
City/St: Tampa, FL 33614
Magnolia West CDD

Dear Lesley,

The anniversary date of your Lake Doctors, Inc., Water Management Program for Magnolia West CDD is September 1, 2022 at which time your program is due to automatically extend. Due to the rising costs of professionally managing your account, including aquatic products, vehicles, equipment, insurance and supplies, we would like to ask for a modest adjustment to your monthly investment amount, from \$597.00/per month to \$615.00/per month.

If you have any questions or concerns regarding your proposed adjustment or your Lake Doctors Water Management Program, **please feel free to give me a call at (904)838-7284 or contact me by email at Jason.brown@lakedoctors.com**. Otherwise, no action is required at this time.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,

Jason Brown
Sales Manager

JB/het
720332

Tab 8

First Coast Contract Maintenance Service LLC.
352 Perdido St
Saint Johns, FL 32259

(PH) 904-537-9034
(FX) 904-396-2383



July 26, 2022

**Prepared For: Lesley Gallagher
Rizzetta & Company Inc.**

**Prepared By: Tony Shiver
President First Coast CMS LLC**

Proposal:

First Coast Contract Maintenance Service LLC, is a maintenance and janitorial service company designed to assist property management companies with the day to day management of onsite maintenance task and personnel. With a dedicated maintenance manager directing onsite workers and job task, Owners/Management can focus on the other aspects of managing the property.

A few ways First Coast CMS outmatches traditional onsite maintenance and janitorial staffs are:

- Immediate coverage when needed for emergencies
- Assist Managers in locating outside contractors when the job calls for it.
- Support for larger jobs for instances that more workers are needed.

- i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance
- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.
- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated and a maintenance and janitorial program is created to accommodate whatever the needs may be.

Property: Magnolia West CDD

Scope:

Janitorial

- Empty all trash cans on site and replace liners
- Clean all glass windows and doors inside and out
- Clean all windowsills
- Vacuum all carpeted areas. Sweep and mop all resilient floors
- Sanitize all sinks, faucets, and countertops
- Wipe down all fitness equipment with germicide spray
- Clean light fixtures, A/C vents, ceiling fans and any window treatment (as needed)
- Clean and sanitize all toilets, urinals, and diaper changing stations
- Clean all mirrors and stainless fixtures
- Restock all paper products, soaps, and restroom toiletries
- Blow off pool patio and keep free of debris
- Wipe down pool chairs and chaise lounges
- Wipe down patio tables and water fountains
- Police all common area property (clubhouse, playground, pool and entrance) for trash

Paper products, soap, and cleaning supplies are billed for reimbursement.

Pool

Our certified technician will be responsible for and maintaining correct water chemistry in the swimming pool. A series of water tests will be conducted at each visit. The results of these tests will be interpreted and used to determine the chemicals needed to maintain and assure purity and water balance as recommended by the NSPF and required by the State of Florida.

In addition, the technician will be responsible for cleaning the filter, pump and skimmer baskets as needed. The technician will also be responsible for general maintenance and adjustment of pool equipment as needed. The pool will be vacuumed regularly and surface water skimmed to remove floating debris. The technician will manually clean pool steps and tiles as needed.

The pool will be inspected regularly and anything that appears to be in violation of the state pool code will either be corrected, or management notified of the violation so it can be corrected as soon as possible.

A manually written record will be kept showing activities of the pool, as well as a full test kit onsite at all times. Entries will show water test, chemicals added, filter condition, and whatever maintenance task performed on the pool that day. The routine chemical test performed by the technician will be Free Chlorine Residual, pH, Acid Demand, Total Alkalinity, Calcium Hardness, and Cyanuric Acid.

Any repairs or additional work will be charged for extra. This includes work on mechanical seals, bearings, gaskets, light bulbs, or any other part of the pool that is not “routine” pool maintenance.

Any chemicals and filter media used to properly treat and balance the pool are not covered and will be invoiced monthly.

All equipment needed to clean the pool, such as commercial vacuums are included. All Chemicals to treat the pool, such as chlorine, acid, perlite/DE, stabilizer, sodium bicarbonate, soda ash are reimbursed.

Common Area Maintenance

Up to three hours per week will be dedicated to general facilities maintenance and repair at no additional charge. Additional labor is billed at \$45 per hour and only with approval of the district manager. The onsite personnel may repair any minor issue that 1) does not require a trade license

2) Is not covered under another contract 3) Can be completed within the allotted time frame, and 4) Does not require prior approval from management. Materials for repairs are not covered and will be submitted for reimbursement. Management will be notified about any issue that cannot be repaired “in house” or requires invoicing upon completion.

In consideration for *Janitorial, Maintenance, and Pool* services, minimum three visits a week, provided by the Contractor, First Coast CMS LLC, remuneration to the order of **\$1347.20** is to be paid on the first of every month.

Staffing (additional)

The option below is for providing the district with an onsite staff member. The staff member's duties will include setting up activities for the community, janitorial duties, and other activities decided by the district manager.

October – November

- 1 staff member working (16 hrs. total) as weekend attendant
- 1 staff member working (12 hrs. total) as weekday reservation manager/facility attendant

December – February

- 1 staff member working (12 hrs. total) as weekday reservation manager/facility attendant

March – May, and September

- 1 staff member working (16 hrs. total) as weekend attendant
- 1 staff member working (18 hrs. total) as weekday reservation manager/facility attendant

June – August

- 1 staff member working (16 hrs. total) as weekend attendant
- 1 staff member working (40 hrs. total) as weekday reservation manager/facility attendant

In consideration for *staffing*, as described above, remuneration to the order of **\$2622.85** is to be paid on the first of every month.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 30 day written notice. The term of the contract will be 24 months from the approval date. The contract rate will increase for both staffing and services by 3% at the end of the first 12 months of the contract term.

Thank you for your consideration and we hope to do business with your organization.

Tony Shiver
President
First Coast CMS LLC.

Tab 9



Air Conditioning | Heating | Duct Cleaning | Clean Air Professionals

6662 Columbia Park Dr. S., Suite 01 / Jacksonville, Florida 32258

Office: (904) 288-6110 Fax: (904) 288-6619

State Contractor License: CMC1249941

PROPOSAL & CONTRACT

DATE OF PROPOSAL	6/8/22
CUSTOMER: marty@firstcoastcms.com	First Coast CMS – Magnolia West
JOB SITE ADDRESS: Marty – (904) 687-4150	3490 Canyon Fals Drive, Green Cove Springs FL 32043

SPECIFICATIONS OF PROPOSED WORK

EQUIPMENT: 7.5 Ton

REPLACEMENT OF: One 7.5 Ton Split AC System: 3-Phase/230 volt

EXISTING SYSTEM:

Daikin – Outside Condenser- M# DZ11SA0903AB S# 1612076328

Daikin - Air Handler- M# CB17-95V--3, S# 5607B10472

NEW SYSTEM:

- Commercial Grade 7.5-ton 3 phase/230-volt Puron Split AC System:

Carrier – Outside Condenser - 38AUZD08A0B5-0A0A0,

- ✓ Standard
- ✓ 208/230/460-3-60
- ✓ 7.5 Ton
- ✓ Not Used
- ✓ None ,No Controller
- ✓ Std Mtr/Med Drive (028-Alt Mtr)

Carrier - AHU – 40RUAA08A2A6-0A0A0

- ✓ 208/230-3-60
- ✓ 7.5 Tons (08)
- ✓ Single Circuit
- ✓ Standard Carrier Package
- ✓ Single Circuit, Two Stage
- ✓ Std/Tmp Sensor in Ctl Box
- ✓ Electro-Mechanical Controls
- ✓ Precoated Al/Cu

EQUIPMENT PRICE: -----\$10,699.00

Commercial Financing/Leasing Available

INCLUSIONS:

- Re-use existing thermostat control and communication wires.
- Re-use existing condensate/drain line.
- Re-use existing copper line set. (No Warranty on any future refrigerant leaks coming from existing copper lines)
- Re-use existing Air Return/Air Handler stand & Air Distribution Ducts.
- Re-use existing smoke detection system. If one is not currently in place, we will install one for the additional amount the listed in recommended options below.
- Re-use the existing floor drip pan.
- Re-use existing line side high voltage electrical circuits, breakers and safety disconnects. – Any unforeseen high voltage electrical requirements, improvements or upgrades will be provided by owner's electrician or Lin's Electric at the owner's expense. Everything appears to be transferrable with the new system without any issues.
- Install a new digital non-programmable thermostat control.
- Install and weigh in all new R-410A Puron refrigerant to the systems minor holding charge during the startup and commissioning process.
- NEW LIGHTWEIGHT CONCRETE PAD:** (Materials and Labor) NEW Outdoor Unit is larger than the old outdoor Unit requiring a larger concrete pad to support the new outside condensing unit. The new pad will be leveled with a slight slope for water runoff. The dimensions of the new AC condensing unit are 59" long x 46" wide (away from the building) and 42.37" tall. The concrete pad will need to be cut out of the way to place the new system in position. The existing available area seems to be capable of accommodating the new larger outdoor unit.



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12. FACTORY ELECTRICAL HEAT: (Materials and Labor) Field Installed wired and tested.
13. FACTORY CARRIER METAL INDOOR AIR HANDLER STAND: (Materials and Labor)
14. Install new float switches as needed for condensate or secondary pan drip protection. (Materials and Labor)
15. HURRICANE TIE DOWNS: (Materials and Labor) Required by **Florida** Code.
16. New liquid line filter dryer: (Material and Labor) This is a steel canister with a desiccant inside that is externally connected to the existing liquid line. Its purpose is to filter contaminants and absorb any moisture.
17. Install new liquid line sight glass onto existing exterior refrigerant line.
18. Flush and Re-use existing copper line set 1 1/8" and 1/2": (Material and Labor) This is needed to remove contaminants and old oil from the copper lines that could cause problems with the new system refrigerant circuit.
19. New supply duct plenum connection to existing duct work: (Material and Labor)
20. Price includes sales tax, all permit fees for proper inspection by City Officials, and disposal fees to meet EPA requirements.
21. Old equipment will be removed from the second floor and disposed of per EPA guidelines.

TOTAL INSTALLATION PRICE: -----**\$13,273.00**

SPECIAL INSTALLATION PRICE: *Cash or Check Only - same day as install* -----**\$12,609.35**

EXCLUSIONS:

22. Any materials or labor not specified in quote.
23. Parking lot bollards if required or desired will be the building owner's responsibility.
24. Manual "N" Load Calculations.
25. Any water damage caused by a clogged existing drain line after the install, or from existing sweating equipment, material, or ducts and/or an iced-up coil caused by low ambient cooling, a thermostat setting that is too low or dirty filters.
26. Any leaks from existing (re-used) refrigerant lines or any other re-used system components reconnecting to the new system
27. Any air flow or distribution problems stemming from the existing air distribution system
28. Engineering spec or plans of any type.
29. Any material or labor related to structural, or changes needed
30. Owner responsible for any unforeseen Permit Fees and City Building Department Requirements
31. Any high voltage power supply electrical circuits, safety disconnects, whips, breakers, motor starters/switch's or line-side wire terminations. (R&R Electric is recommended to provide and bill customer Directly or you may employ your own electrician to perform any electrical work to coordinate with Air McCall on the install date selected)
32. Provision of labor or materials related to any fire dampers or smoke detection systems
33. Any material of labor related to structural steel or engineering
34. Provision of labor or materials for any existing and re-used drainage systems or drain condensate destination requirements at ground level. Example: French Drain.
35. Test and Balance not included

RECOMMENDED OPTIONS: (Add to the Total Installation Price if desired)

36. LOW AMBIENT KIT and FREEZE STAT: Factory Motor Master - Material and Labor: A field installed low ambient pressure switch is recommended since a high internal heat load (people) could create a demand for cooling even when its cold outside. If it runs under cold outside conditions without the above said kit, the AC unit can ice up which would not allow the system to cool. Compressor damage could result, and AC performance can suffer in a variety of ways. The freeze stat is mounted inside of the Air Handling unit and wired into the system to cycle the outside unit off if it begins to ice up which can also avoid ceiling damage from iced up coils if a tenant forgets to change the filter.
PRICE: (Special price with new install only) -----\$ 864.00 _____
37. THREE PHASE MONITOR: Material and Labor: This is a digital programmable control that would be installed at the condensing unit only to protect the 3-phase compressor from a loss of phase that is common on 3 phase applications due to the utility providers working on electrical power at times and thunderstorms that could cause a loss of one of the three phases.
PRICE: (Special price with new install only) -----\$ 345.00 _____



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38. NEW REFRIGERANT COPPER LINESET (if needed): Material and Labor; We are unaware of any existing leaks in the copper line-set that we are proposing to re-use. We plan on reusing these lines and we will be at no fault if a leak occurs in them during or following start up.

PRICE: ----- \$ To be Determined

39. Carrier Factory Hail Guard: Materials and Labor – Helps protect sensitive outdoor coil surfaces from hail damage.

PRICE: ----- \$ 292.00

40. Install new local smoke detection Assembly (Materials and Labor)- Required by **Florida** Code when AC systems are larger than 5 tons on a new system replacement, unless one already exists that is operational.

PRICE: ----- \$ 386.00

41. J & B Extended Commercial Warranty Coverage Parts and Labor (Premium Protection Plan) Plan only covers new Carrier Equipment listed on this proposal.

Labor Coverage Begins 91 days from purchase / Refrigerant Allowance / Reclaim Allowance / Part Allowance -

Parts cost - Begins the day OEM coverage expires

5 Years Ext Parts & Labor Coverage JBACST ----- \$ 1,327.00

10 Years Ext Parts & Labor Coverage JBACSW ----- \$ 1,990.00

Indicate which options that you desire by initialing on the line provided next to the price (Initial)

Thank You for your trust in us. We promise to serve you with Honesty, Integrity, Fair Pricing and Expert Craftsmanship!

CARRIER MANUFACTURERS WARRANTY: 1 year on all parts / 5 Years on compressor, Refrigerant not included

AIR MCCALL LABOR WARRANTY: 1 year on labor on failed equipment parts

THERMOSTAT AND OTHER ACCESSORIES PARTS WARRANTY: VARIES WITH MANUFACTURER

All work performed will conform to local, state, and federal codes/regulations and will be performed under the supervision of Jonathan J. Bolden, state certified Mechanical Contractor (License: CMC1249941)

For the sum of **\$13,273.00**, Air McCall Heating & Air Conditioning agrees to supply and install the equipment as noted in the SPECIFICATIONS section and provide the warranties noted in the WARRANTY section. Customer agrees to pay the total balance upon completion and successful start-up of HVAC equipment. 2/10 net 30

A 5% late charge will be applied to any unpaid balance every 30 days after the completion of the install.

Signed: Jonathan Bolden Date: 6/8/22

Jonathan Bolden/ Air McCall, Inc.

Signed: _____ Date: _____

Customer

"Price good for 30 days from "date of proposal"



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These dependable outdoor air cooled condensing units match Carrier's indoor-air handlers to meet a wide selection of cooling solutions.

Carrier's air-cooled air conditioning split systems:

- Provide a logical solution for commercial needs
- Have rugged, dependable construction
- Available with single or dual refrigerant circuits.
- Have cooling capability up to 125°F (52°C) ambient and down to 35°F (2°C) ambient standard



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Constructed for long life

The 38AUZ single circuit and 38AUD dual circuit, air cooled condensing units are designed and built to last. The high efficient designed outdoor coil construction allows for a more efficient design in a smaller cabinet size that utilizes an overall reduction in refrigerant charge. Where conditions require, special coil coating coil protection option is available. Cabinets are constructed of prepainted galvanized steel, delivering unparalleled protection from the environment. Inside and outside surfaces are protected to ensure long life, good looks, and reliable operation. Safety controls are used for enhanced system protection and reliability. Each unit utilizes the Comfort Alert™ diagnostic and troubleshoot control system. This protects the units operation and provides valuable diagnostic information when required.

Efficient operation

These air cooled condensing units will provide EERs up to 12.0 (tested in accordance with AHRI standard 340/360). This high efficiency operation will help reduce overall operating cost and energy consumption.

Controls for performance dependability

The 38AU condensing units offer operating controls and components designed for performance dependability. The high efficiency hermetic scroll compressor is engineered for long life and durability. The compressors include vibration isolation for quiet operation. The high-pressure switch protects the entire refrigeration system from abnormally high operating pressures. A low-pressure switch protects the system from loss of charge. These units also include anti-short-cycling protection, which helps to protect the units against compressor failure.

All units include a crankcase heater to eliminate liquid slugging at start-up. Each unit comes standard with the Comfort Alert control system.

This provides:

- System Go LED indicator
- Fault LED indicator
- Compressor fault LED indicator
- Phase loss protection
- Phase reversal protection
- Safety pressure indicator
- Anti-short cycle protection

Innovative Carrier 40RUA packaged air handlers are custom matched to 38AUZ/D condensing units.

Information on matching 40RUA DX packaged air handler follows for convenience. See separate product data for more details. The 40RUA Series has excellent fan performance, efficient direct-expansion (DX) coils, a unique combination of indoor-air quality features, and is easy to install. Its versatility and state-of-the-art features help to



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ensure economical performance of the split system both now and in the future.

Rugged dependability

The 40RUA series units are made to last. The die-formed galvanized steel panels ensure structural integrity under all operating conditions. Galvanized steel fan housings are securely mounted to a die-formed galvanized steel fan deck. Rugged pillow-block bearings (40RUA14) are securely fastened to the solid steel fan shaft with split collets and clamp locking devices. Smaller unit sizes have spider-type bearings.





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Carrier's versatile packaged air-handling units satisfy design requirements with:

- Multi-position design for horizontal or vertical installation without modification.
- Standard sloped drain pans.
- High-static design meets a wider range of applications than competitive packaged air handler lines.



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- Ultra LOW LEAK Economizer accessory provides ventilation air and “free” cooling with built in Fault Detection and Diagnostic (FDD) capabilities.
- Cooling coils with mechanically bonded fins provide peak heat transfer.
- Hot water coil, steam coil, and electric heat accessories are available.
- Standard factory-installed thermo-static expansion valves (TXV) with removable power element on 40RUA units.
- Die-formed galvanized steel casings provide durability and structural integrity. Optional paint is available.
- Optional Staged Air volume (SAVt) system with 2-speed indoor fan VFD controller (07--30 models)

Rugged dependability

Die-formed galvanized steel panels ensure structural integrity under all operating conditions. Mechanically bonded coil fins provide improved heat transfer.

Galvanized steel fan housings are securely mounted to a die-formed galvanized steel deck. Rugged pillow-block bearings (14 thru 30 size) are securely fastened to the solid steel fan shaft with split collets and clamp locking devices. Smaller unit sizes have spider-type bearings.

Coil flexibility

Model 40RU air handling units have galvanized steel casings; inlet and outlet connections are on the same end. Chilled water coils have 1/2-in. (12.7mm) diameter copper tubes mechanically bonded to aluminum sine wave fins. All chilled water coils have non-ferrous headers. Direct expansion (DX) coils are designed for use with Puron® R-410A refrigerant and have copper tubes mechanically bonded to aluminum sine-wave fins. Direct-expansion coils include matched, factory-installed thermostatic expansion valves (TXVs) with matching distributor nozzles.

TERMS AND CONDITIONS OF SALE

PAYMENT TERMS: Unless otherwise stated in writing, the entire invoice amount shown is due upon completion of described work. Any payment not received within 30 days from completion of work is subject to a late charge of 5% of unpaid amount and a 3% monthly finance charge. Customer initials represent an understanding of this Agreement, including ALL Terms and Conditions as Customer Pre-Approval for any completed work performed.

COLLECTION COSTS: If Air McCall commences litigation or employs attorneys to collect payment for any amount due, Customer agrees to pay all reasonable costs and attorney's fees allowed by law incurred by Air McCall to collect amount due. Any and all disputes related to this sale shall be Interpreted under laws of the state of Florida.



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WARRANTIES, AND LIMITATIONS ON WARRANTIES: Air McCall warrants that parts used in this repair will be free from defects for a period of 365 calendar days, and labor to install said part(s) will be covered for a period of 30 calendar days. Parts and Labor warranties apply only to the specific repair or service made and do not apply to any other part(s) unrelated to the repair or service. This warranty does not apply to Customer error, dirty filters, or damage associated with lightning, power fluctuations, storms, floods or other Acts of God. **MANUFACTURER WARRANTIES** that exceed one year: Some manufacturer warranties require proof of past and ongoing maintenance and upkeep (at least once per year) to be performed by an Authorized and Licensed Contractor/Dealer and failure to comply could VOID the warranty. Customer agrees to pay for any Services and Materials related to a warranty claim that is denied by the manufacturer.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM AIR MCCALL INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE. AIR MCCALL SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITY ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATION WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY AIR MCCALL OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

ALTERATIONS: Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by the Air McCall, will be cause to terminate Air McCall's obligation under the terms of this agreement.

EXCLUSION OF COURSE OF DEALING: It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.

DO NOT RISK VOIDING YOUR WARRANTY!

Have Regular Maintenance Performed by one of Air McCall's Expert Technicians with "Golden Rule Service"!

Proper Care and Yearly Maintenance of your system by an Authorized and Licensed Contractor/Dealer is required by most manufacturers. Manufacturers may request proof of maintenance history prior to authorizing any warranty claims. If the proper maintenance has not been performed the manufacturer can deny the claim and void the warranty making the customer responsible for all repair services, parts and materials. Most manufacturers require at least (1) maintenance inspection per year.

WANT MORE WARRANTY OPTIONS? Ask us about our Extended Warranty Programs for Parts and/or Labor.

WANT TO PAY LESS?

Become a Comfort Club Member and receive 15% discounts on all Repair Services

21 Point Commercial Service Agreement Tune Up Inclusions: Varies with Season

- | | |
|---|---|
| ✓ Calibrate & Level Thermostat | ✓ Clean Filters As Needed |
| ✓ Monitor & Record Voltage & Amperage on Fan Motors | ✓ Lubricate & Inspect Bearings for Wear |
| ✓ Chemical Rinse & Brush Clean Indoor Coil Surface if Accessible | ✓ Inspect & Service Valves for Proper Operation |
| ✓ Inspect Condenser Coil & Measure Coil Temperature Diff Ent and Lvg | ✓ Assess & Record the Refrigerant Operating Pressures |
| ✓ Inspect Safety Devices for Proper Operation | ✓ Inspect High Voltage Disconnect Devices for Proper Operation |
| ✓ Inspect & Tighten Internal Equipment Electrical Connections | ✓ Inspect & Test All Capacitors |
| ✓ Inspect All Fan Blades and Hub Connections | ✓ Measure Evap Coil Temperature Difference Supply & Return |
| ✓ Flush & Treat Drain Line with Anti-Algae Tablets | ✓ Clean Debris from Around the Condensing Unit |
| ✓ Inspect Accessible External Control Wiring Connections | ✓ Rinse Dirt Out of & Around Cond Coil with Water Hose if available |
| ✓ Inspect & Test Contactors for Burned or Pitted Points | |
| ✓ Inspect Heating Elements to Ensure that they are not Shorted & Operating during the Summer & Operating Properly during the Winter | |
| ✓ Inspect & Assess Compressor for Proper Operation, Voltage/Amps & Wiring Connections | |

Additional Commercial Service Agreement Services & Benefits:

(\$127.50 Normal Retail Commercial Service Hourly Labor Rate)

- ✓ No After-Hours Service Charge & Initial Diagnostic Except for National Holidays
 - ✓ Discounted Hourly Labor Rate when Applicable of \$85.00 Hourly
 - ✓ Discounted System Operations Verification after ANY Repair for Service Agreement Members ONLY
 - ✓ Discounted Services and Repairs = 15% Less than Our Retail Prices When Scheduled during Normal Business Hours
 - ✓ Priority Scheduling Over Non-Commercial Service Agreement Customers
 - ✓ Peace of Mind that Air McCall's Reliable, Fair & Honest Experts are Committed to keeping you Comfortable & Efficient All Year Long
- Exclusions: This Service Agreement Does Not Cover the Following: Water Damage from Condensation Lines or Iced up Refrigerant Systems, High Voltage Electrical Wiring or Breakers External to Condenser and/or The Air Handler, Acts of God e.g. Lightning and Power Surges
- Deficiencies Related to Poor Pre-Existing Duct Design, Poor Insulation Values, Poor Building Performance or Poor Pre-Existing Building Design

Tab 10

Florida Pump Service, Inc.

192 Industrial Loop

Orange Park, FL 32073

Tel: 904.269.0202

www.floridapumpservice.com

Fax: 904.269.5842

"SERVING NORTH FLORIDA & SOUTH GEORGIA SINCE 1948"Quote Number: 16027Sales Rep: Kim EasterlingDate: 7/7/2022Subject: Pool pumpTo: First Coast CMS
3821 Miruelo Circle N
Jax. Fla 32217Tel: 471-7022Fax:Email: tony@firstcoastcms.comCell: 506-8410Job Location: Magnolia West

Attn: Tony

Background and Scope of Work:

As you are aware, we pulled your 5 hp pool pump out of service. The motor needs to be rebuilt. Price below is for rewinding/reconditioning 5 hp motor, diffuser oring, mechanical seal, case o'ring, and gaskets with installation materials and job labor to complete this work.

☐ Continued on page 2

Contract Terms and Agreements:

1. Delivery: **2 to 3 weeks Upon Receipt of Signed Quote or P.O. Number**

2. Warranties: One (1) year parts, ninety (90) days job labor

3. Prices subject to applicable state and local sales tax.

4. Additional undiscovered work performed will be billed at time and materials.

5. Terms: **Deposit:** None **Balance:** Net 30 Days6. Quote good for: **10 days**

6. This quote/contract is invalid without the following attachments:



None



Well Waiver



Shallow Well



Rock Well



Fountain Waiver



Artesian Well



Other _____

Attachments must be signed where applicable and returned with this signed contract.

Subtotal: \$3,690.00

Tax: \$276.75

Total: \$3,966.75

Submitted by: _____

Customer acceptance _____ Date _____

PO#: _____

"WE MAKE WATER HAPPEN"

Florida Pump Service, Inc.

192 Industrial Loop

Orange Park, FL 32073

Tel: 904.269.0202

www.floridapumpservice.com

Fax: 904.269.5842

"SERVING NORTH FLORIDA & SOUTH GEORGIA SINCE 1948"Quote Number: 16028Sales Rep: Kim EasterlingDate: 7/7/2022Subject: Feature pumpTo: First Coast CMS
3821 Miruelo Circle N
Jax. Fla 32217Tel: 471-7022Fax:Email: tony@firstcoastcms.comCell: 506-8410Job Location: Magnolia West

Attn: Tony

Background and Scope of Work:

As you are aware, we pulled your 15 hp feature pump out of service. The motor needs to be rebuilt. Price below is for rewinding/reconditioning 15 hp motor, replacing impeller, diffuser, diffuser oring, mechanical seal, case o-ring, and gaskets with installation materials and job labor to complete this work

Note: New motor or new pump 14 weeks lead time.

☐ Continued on page 2

Subtotal: \$5,542.00

Contract Terms and Agreements:

Tax: \$415.65

1. Delivery: **2 to 3 weeks Upon Receipt of Signed Quote or P.O. Number**

Total: \$5,957.65

2. Warranties: One (1) year parts, ninety (90) days job labor

3. Prices subject to applicable state and local sales tax.

4. Additional undiscovered work performed will be billed at time and materials.

5. Terms: Deposit: None Balance: Net 30 Days6. Quote good for: **10 days**

6. This quote/contract is invalid without the following attachments:



None



Well Waiver



Shallow Well



Rock Well



Fountain Waiver



Artesian Well



Other _____

Attachments must be signed where applicable and returned with this signed contract.

Submitted by: _____

Customer acceptance _____ Date _____

PO#: _____

"WE MAKE WATER HAPPEN"

Tab 11

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2022/2023, 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 St Johns County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2022/2023 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 2ND DAY OF AUGUST, 2022.

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023

October 11, 2022

February 14, 2023

May 9, 2023

August 1, 2023 *

All meetings will convene at 3:30 p.m.
(except for dates marked with * which will meet at 6:00 p.m.)
at the Magnolia West Amenity Center,
3490 Canyon Falls Drive
Green Cove Springs, FL 32043.

Tab 12

RESOLUTION 2022-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Magnolia West Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Magnolia West Community Development District for the Fiscal Year Ending September 30, 2023.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND SERIES 2006	\$_____
RESERVE FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

Exhibit A: FY 2022/2023 Budget

Exhibit A

FY 2022/2023 Budget
Under Separate Cover

Tab 13

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Magnolia West Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Clay County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Magnolia West Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this _____ day of _____ 2022.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A
Budget

Exhibit B
Assessment Roll

The Assessment Roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

Tab 14

THIRD ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Third Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2022 (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 1, 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.

(Remainder of this page is left blank intentionally)

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

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

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

	MONTHLY	ANNUALLY
Management:	\$1,499.67	\$17,996
Administrative:	\$366.08	\$4,393
Accounting:	\$1,606.83	\$19,282
Financial & Revenue Collections:	\$446.33	\$5,356
Assessment Roll ⁽¹⁾		\$5,624
Total Standard On-Going Services:	\$3,918.92	\$52,651

(1) Assessment Roll is paid in one lump-sum after the roll is completed (October).

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 185
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 185
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
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
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
Litigation Support Services	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:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00