



Rizzetta & Company

# **Magnolia West Community Development District**

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## **Board of Supervisors' Meeting February 6, 2024**

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

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

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Magnolia West Amenity Center  
3400 Canyon Falls Drive, Green Cove Springs, FL 32043  
[www.magnoliawestcdd.org](http://www.magnoliawestcdd.org)

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

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.magnoliawestcdd.org](http://www.magnoliawestcdd.org)

Board of Supervisors  
Magnolia West Community  
Development District

January 30, 2024

## REVISED AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **February 6, 2024 at 3:30 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043. The following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Meeting held November 7, 2023.....Tab 1
  - B. Ratification of Operation and Maintenance Expenditures for October, November & December 2023.....Tab 2
4. **STAFF REPORTS**
  - A. District Counsel
    1. Update on Security Powers being added to Ordinance
  - B. District Engineer
    1. Consideration of Proposal for Annual Engineers Report.....Tab 3
  - C. Amenity Manager Report.....Tab 4
  - D. Landscape Report .....Tab 5
    1. Consideration of BrightView Proposals for Enhancement to the Community Entrances
  - E. District Manager
    1. Discussion Regarding Amenity Policies
5. **BUSINESS ITEMS – PART A**
  - A. Consideration of Proposals to Reconfigure Amenity Center Gates (under separate cover)
  - B. Consideration of Resolution 2024-02; Conducting the General Election .....Tab 6
  - C. Consideration of Proposals for Concrete Repairs.....Tab 7
  - D. Consideration of Web Watchdogs Renewal Proposal for Extended Warranty .....Tab 8
  - E. Discussion of Clay County School District Request.....Tab 9
  - F. Consideration of Medinah Access Gate Repair/Replacement Proposals.....Tab 10
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,  
Lesley Gallagher  
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 **November 7, 2023 at 3:30 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	<b>Board Supervisor, Chairman</b>
Arrington Lentz	<b>Board Supervisor, Vice Chairman</b>
Douglas Kuhrt	<b>Board Supervisor, Assistant Secretary</b>
Cynthia Riegler	<b>Board Supervisor, Assistant Secretary</b>
Ferman Lewis	<b>Board Supervisor, Assistant Secretary (via speakerphone)</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Michelle Rigoni	<b>District Counsel, Kutak Rock (via speakerphone)</b>
Tony Shiver	<b>President, First Coast CMS</b>
Karen Fisher	<b>BrightView Landscape</b>
Royce Peadon	<b>BrightView Landscape</b>

Audience present.

## FIRST ORDER OF BUSINESS

## Call to Order

Ms. Gallagher opened the Board of Supervisors Meeting at 3:40 p.m. and read the roll call.

## SECOND ORDER OF BUSINESS

## Audience Comments on Agenda Items

No audience comments.

**THIRD ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors' Meeting held August 1, 2023**

On a motion by Ms. Riegler, seconded by Mr. Kuhrt, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held August 1, 2023, for Magnolia West Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of the Operation and Maintenance Expenditures for July, August and September 2023**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board ratified Operation and Maintenance Expenditures for July 2023 in the amount of \$24,252.24, August 2023 in the amount of \$17,324.06, and September 2023 in the amount of \$36,828.68, for Magnolia West Community Development District.

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

Ms. Rigoni provided an update that the request to amend the ordinance to allow security powers as previously authorized by the Board is underway. Ms. Buchanan from Kutak Rock is meeting with the City Attorney for Green Cove Springs tomorrow.

**B. District Engineer**

Not requested to attend.

**C. Amenity Manager Report – First Coast CMS**

Mr. Shiver reviewed his report and updated the Board that there had been an issue with the motor to the water feature since the last meeting. First Coast CMS had also replaced the grating at the entry to the zero entry that was cracking due to normal wear and tear. He then updated the Board of two recent incidents of vandalism. One was caught on video and one was not. The incident that was captured on video involving a fire extinguisher being released was reported to the City of Green Cove Springs Police Department and a report was filed. Access cards were not used during either instance.

**1. Discussion Regarding Fire Inspection**

Mr. Shiver updated the Board that he had been requested to obtain the maximum occupancy for the amenity room according to the Fire Marshall. The Fire Marshall came out to review and it was noted that the maximum occupancy is 82 for the amenity room. While on site, they completed a report and it was noted that the gates could no longer have the push button exit due to new guidelines and would need to be reconfigured to incorporate a handle or push bar, similar to what is on the doors to the amenity room. After further review with the Fire Marshall, it was explained that this was due

to the room having egress onto the pool deck, the same egress would be required from the pool deck. Mr. Shiver will begin working on proposals for this and explained to the Fire Marshall that they would not be reviewed by the Board until their February meeting, which he said was acceptable.

D. Landscape Report – BrightView

Ms. Fisher and Mr. Peardon were available to answer any questions regarding the QSA report found under tab 4 of the agenda. Ms. Fisher also updated the Board that the palms would be trimmed this week. It was then discussed that some of the plant material at the entrances into the community had reached its life expectancy and BrightView will bring back proposals to the February meeting with different options and price points as well as renderings for the Board to consider.

Ms. Fisher also noted that it appears that some of the annuals are being stolen. Two months in a row plants have been removed and footprints were observed in the area. She noted that BrightView replaced them last month and will replace the missing plants this month again at no charge to the CDD, but should this continue she wanted the Board to be aware that they will need to start billing for this.

1. Consideration of BrightView Proposal for Mulch and Pine Straw

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board approved BrightView's Proposal in the amount of \$5,509.98 for 320 Bales of Pine Straw and 45 Yards of Mulch, for Magnolia West Community Development District.

*Mr. Lewis was no longer on the phone line.*

2. Consideration of Proposal for Playground Mulch

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved BrightView's Proposal in the amount of \$7,412.40 for 60 yards at the Amenity Center and 30 yards at the Derby Forest Playground, for Magnolia West Community Development District.

3. Ratification of BrightView Poinsettia Proposal  
It was noted that this proposal is outside of the 4 seasonal annual rotations.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board ratified the BrightView Poinsettia Proposal in the amount of \$1,397.84, for Magnolia West Community Development District.

E. District Manager

Ms. Gallagher noted that after review of the September financials it appears that the District came in approximately \$18,000.00 under budget and ended the fiscal year with a reserve fund of approximately \$233,000.00.

1. Discussion Regarding Amenity Policies

Ms. Gallagher and Mr. Shiver reviewed for the Board that recently there was a "club" that requested to reserve the amenity room for club purposes multiple days in a row and multiple times per day. It was noted that there are no official CDD clubs or committees, these are community clubs and are not charged for the use of the amenity room. They are able to reserve the space

if the room is not booked for a paying reservation or for an official CDD or HOA meeting or event and may only reserve the room Mondays through Thursdays. Club events must also be open to the whole community. Currently private reservations, which are subject to the rental and deposit fees are limited to 5 hours and no more than 4 times in any 12 month period per resident or non-resident user. Generally, the clubs in the community reserve the room once per month. As there were no restrictions in place to limit the number of times a club to reserve the room, the reservation request for multiple days in a row and multiple times per day was honored. Staff is looking for direction on this for the future. Discussion ensued regarding possibly no longer waiving the fees for the room use for clubs.

On a motion by Mr. Kuhrt, seconded by Ms. Lentz, with all in favor, the Board restricted reservations by community clubs to be no more than twice per month and continued to waive the rooms fees for these reservations, for Magnolia West Community Development District.

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Amended Suspension and Termination Rules**

On a motion by Ms. Lentz, seconded by Ms. Linde, with all in favor, the Board opened the Public Hearing on Amended Suspension and Termination Rules, for Magnolia West Community Development District.

Ms. Rigoni reviewed that at the August meeting revised suspension and termination rules were presented and the public hearing was set. She briefly reviewed the changes to the rules again for the Board and noted that she had not received any additional comments or revision requests.

There were no public comments.

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board closed the Public Hearing on Amended Suspension and Termination Rules, for Magnolia West Community Development District.

1. Consideration of Resolution 2024-01; Adopting Amended Suspension and Termination Rules

On a motion by Ms. Lentz, seconded by Mr. Kuhrt, with all in favor, the Board adopted Resolution 2024-01; Adopting Amended Suspension and Termination Rules, for Magnolia West Community Development District.

**SEVENTH ORDER OF BUSINESS****Acceptance of AMTEC Arbitrage Rebate Reports**

On a motion by Ms. Riegler, seconded by Ms. Lentz, with all in favor, the Board accepted the AMTEC Arbitrage Rebate Reports for period ending October 21, 2021 and for period ending July 31, 2023 with neither noting a rebate liability, for Magnolia West Community Development District.

**EIGHTH ORDER OF BUSINESS****Consideration of Republic Services Proposal for Amenity Waste Removal**

On a motion by Ms. Linde, seconded by Ms. Reigler, with all in favor, the Board approved the updated proposal from Republic Services reducing the container base rate to \$180.00, for Magnolia West Community Development District.

**NINTH ORDER OF BUSINESS****Ratification of the District's Insurance Policy Renewal**

On a motion by Ms. Lentz, seconded by Ms. Riegler, with all in favor, the Board ratified the District's Fiscal Year 2023/2024 Insurance Policy Renewal at a Premium of \$19,049.00, for Magnolia West Community Development District.

**TENTH ORDER OF BUSINESS****Supervisors Request and Audience Comments****Supervisor requests:**

- Ms. Linde asked Mr. Shiver if the service from Doody Daddy was going well. He responded that it was.
- Ms. Linde also inquired about the sidewalk repairs. Mr. Shiver noted that All Weather Contractors was going to be onsite Monday to provide a proposal. The Board authorized the Chairperson to work with District Staff to have these repairs completed.
- The Board authorized Mr. Shiver to have holiday decorations installed this week as the installation schedule was filling up.
- Ms. Riegler requested that Mr. Shiver obtain proposals on reflective film, curtains or shades for the back of the amenity room.
- Ms. Riegler noted that she had observed teenagers in the fitness room barefoot and wanted staff to be aware.
- Ms. Rielger also asked for staff to review the gates on two tracts of CDD property as one is in need of repairs (Exhibit A). The District Manager was asked to review with the District Engineer to see if these gated areas could be closed off with a fence.

**Audience comments:**

Ms. Wojciechowski shared her concerns regarding the berm area along Perry Road near her home being cut back by a resident of Perry Road. She reviewed a prepared statement regarding this (Exhibit B).

The Board authorized staff to review further and work with the Chairperson outside of a meeting for any notices required.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Kuhrt, seconded by Ms. Linde, with all in favor, the Board of Supervisors adjourned the meeting at 5:13 p.m., for the Magnolia West Community Development District.

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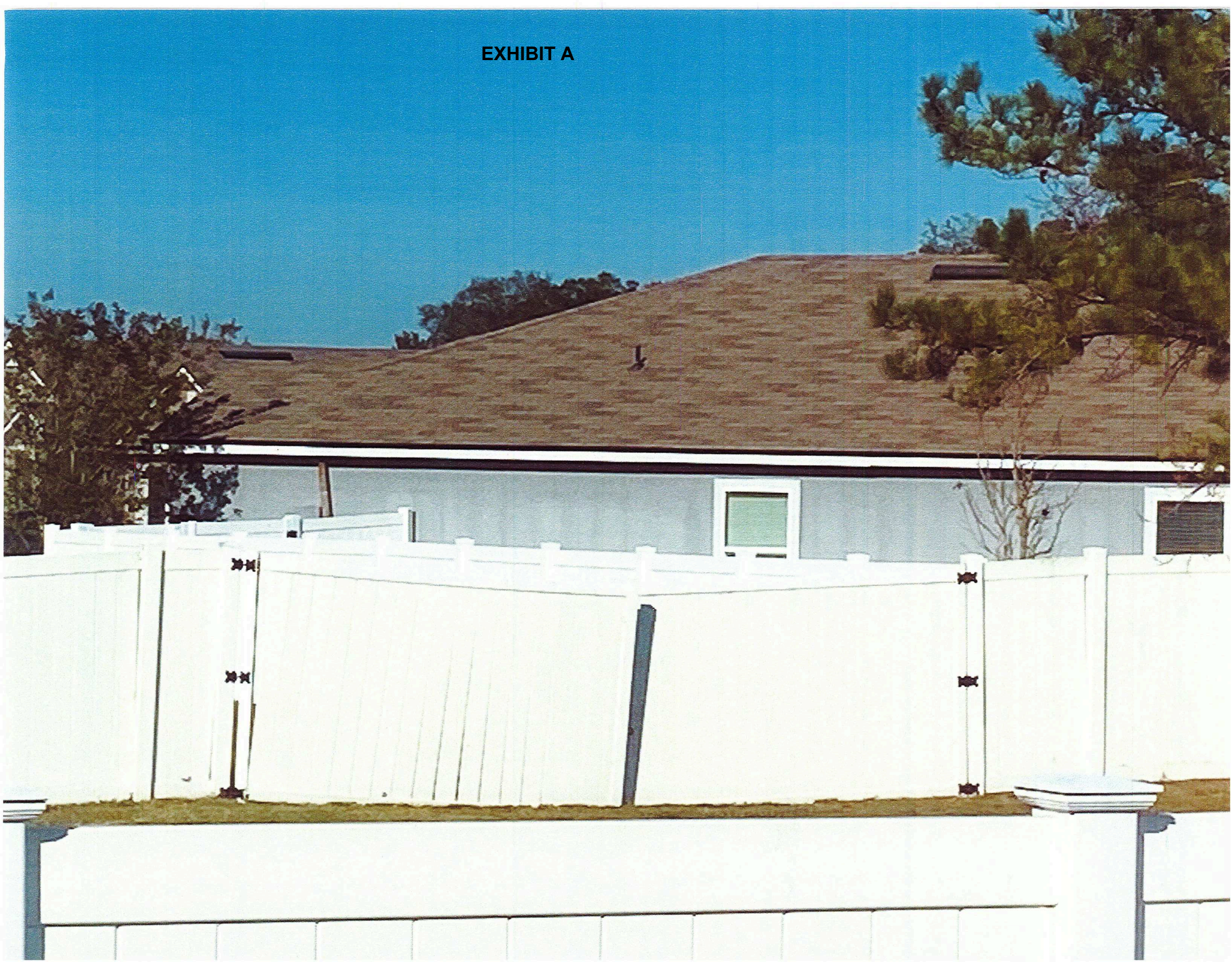
Secretary/Assistant Secretary

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Chairman/Vice Chairman



EXHIBIT A





## EXHIBIT B

To: CDD Board

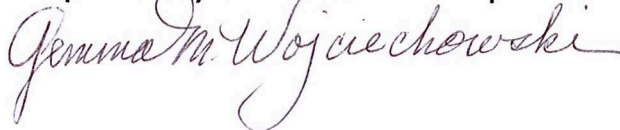
I am here this afternoon to speak for myself, my husband and our neighbor Mrs. Bragg. My name is Gemma Wojciechowski and I live at 2432 Bonnie Lakes Drive.

We built and have lived here at Mag West for 16 YEARS.

1. Mag West has fencing on all sides except along Perry Road.
2. There is a man who lives down on Perry Road who has taken it upon himself not only to cut grass along the side of the road but for the last 3 times has cut the greenery, shrubs etc. up to the top of the berm which I believe is CDD property as well as the property of Ms. Bragg and Us. (The men who cut around the pond who are hired by the CDD do a fine job) When asked why he felt he could cut into CDD/our property he simply said:" my neighbors don't like how it looks" !!!!!
3. POTENTIAL PROBLEMS:
  - A) The danger of children drowning (as fairly recently reported on the Jax news, it also was a retention pond.
  - B) What are the safety and liability issues?
  - C) Would the CDD be liable, would we be liable?
  - D) He's cut the greenery that housed lots of honey bees and dragon flies as was evidenced when I had 3 no trespassing signs put along the road.
  - E) They have not chosen to pave their private road and some race up and down creating lots of dirt and dust which ends up floating on the pond. It can't be good for the turtles or the fish.

It is my hope for the reasons given above that a fence would be erected.

Respectfully submitted: Pasquale & Gemma Wojciechowski



## **Tab 2**

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.MAGNOLIAWESTCDD.ORG

## **Operation and Maintenance Expenditures**

**October 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$37,123.64**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
AMTEC	100213	2768-09-23	Arbitrage Rebate Calculation Series 2006	\$ 2,700.00
BrightView Landscape Services, Inc.	100205	8602615	Landscape Maintenance 10/23	\$ 3,353.00
BrightView Landscape Services, Inc.	100201	8611498	Install Mixed Annuals 09/23	\$ 1,007.99
BrightView Landscape Services, Inc.	100202	8619890	Irrigation Repairs 09/23	\$ 103.66
Clay County Utility Authority	ACH	Monthly Summary 09/23 ACH 410	Water Services 09/23	\$ 458.59
Clay County Utility Authority	ACH	Monthly Summary 10/23 ACH 410	Water Services 10/23	\$ 391.52
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 09/23 ACH 410	Electric Services 09/23	\$ 1,533.00
Clay Today	100200	2023-259669	Legal Advertising 09/23	\$ 59.40
Clay Today	100203	2023-260579	Legal Advertising 09/23	\$ 83.70
COMCAST	ACH	8495 74 150 0248350 09/23 ACH	Amenity Cable/Phone/Internet 09/23	\$ 308.87
First Coast Contract Maintenance Service, LLC	100208	7938	Management Services 10/23	\$ 4,089.16
First Coast Contract Maintenance Service, LLC	100207	8062	Reimbursable Expenses 10/23	\$ 1,020.59
First Coast Contract Maintenance Service, LLC	100206	8087	Reimbursable Expenses 10/23	\$ 688.54
Fitness Pro	100209	30707	Preventative Maintenance Service 10/23	\$ 175.00
Florida Department of Revenue	100204	65-8017548744-9 Sales & Use Tax 09/23	Sales & Use Tax 10/23	\$ 58.60
Florida Pump Service, Inc.	100212	89510	Pump Repair 10/23	\$ 759.00
Innersync Studio, Ltd	100210	21630	Website & Compliance Services 10/23	\$ 384.38
Integrated Access Solutions LLC	100214	4146	Tennis Court Gate 10/23	\$ 1,266.38
Kutak Rock, LLP	100199	3283131	Legal Services 08/23	\$ 2,904.51
Prosser, Inc.	100215	50792	Engineering Services 07/23	\$ 4,027.63

## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Republic Services	ACH	0687-001357570 ACH	Waste Disposal Services 10/23	\$ 501.09
Republic Services	ACH	0687-001364981 ACH	Waste Disposal Services 11/23	\$ 503.51
Rizzetta & Company, Inc.	100197	INV0000084049	Assessment Roll 10/23	\$ 5,849.00
Rizzetta & Company, Inc.	100198	INV0000084146	District Management Fees 10/23	\$ 4,175.67
The Lake Doctors, Inc.	100211	128462B	Pond Maintenance 10/23	\$ 640.00
Turner Pest Control, LLC	100216	617831830	Pest Control Services 10/23	<u>\$ 80.85</u>
<b>Report Total</b>				<u><b>\$ 37,123.64</b></u>

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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

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## **Operation and Maintenance Expenditures**

**November 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$12,033.83**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Arrington Lentz	100219	AL110723	Board of Supervisors Meeting 11/07/23	\$ 200.00
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 10/23	Electric Services 10/23	\$ 991.00
COMCAST	ACH	Autopay 410 8495 74 150 0248350 10/23	Amenity Cable/Phone/Internet 10/23	\$ 309.60
Cynthia R Riegler	100220	Autopay CR110723	Board of Supervisors Meeting 11/07/23	\$ 200.00
Douglas Robert Kuhrt	100221	DK110723	Board of Supervisors Meeting 11/07/23	\$ 200.00
Ferman Clifford Lewis II	100222	FL110723	Board of Supervisors Meeting 11/07/23	\$ 200.00
First Coast Contract Maintenance Service, LLC	100225	8019	Management Services 11/23	\$ 4,089.16
Florida Department of Commerce	100223	88804	Special District Fee FY 23/24	\$ 175.00
Kutak Rock, LLP	100218	3297544	Legal Services 09/23	\$ 341.00
Rizzetta & Company, Inc.	100217	INV0000084939	District Management Fees 11/23	\$ 4,175.67
The Lake Doctors, Inc.	100226	135498B	Pond Maintenance 11/23	\$ 640.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100224	5985529	Legal Advertising 10/23	\$ 512.40
<b>Report Total</b>				<b><u>\$ 12,033.83</u></b>

# 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**

**December 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,257.54**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	100236	8705359	Landscape Maintenance - Palm Pruning 11/23	\$ 362.52
BrightView Landscape Services, Inc.	100233	8714633	Landscape Maintenance 11/23	\$ 3,453.00
BrightView Landscape Services, Inc.	100235	8714634	Landscape Maintenance 12/23	\$ 3,453.00
BrightView Landscape Services, Inc.	100238	8718219	Poinsettia's / Dusty Miller 12/23	\$ 1,397.84
BrightView Landscape Services, Inc.	100245	8720347	320 Bales of Pine Straw Install 12/23	\$ 5,509.98
BrightView Landscape Services, Inc.	100244	8720506	Landscape Maintenance - Spray head, Rotor and Nozzle 12/23	\$ 185.32
BrightView Landscape Services, Inc.	100243	8721363	New Rain/Freeze Sensors 12/23	\$ 592.50
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 11/23 Autopay	Electric Services 11/23	\$ 1,398.00
Clay County Utility Authority	ACH	Monthly Summary 11/23 Autopay 410	Water Services 11/23	\$ 401.37
Clay County Utility Authority	ACH	Monthly Summary 12/23 Autopay	Water Services 12/23	\$ 379.23
COMCAST	ACH	8495 74 150 0248350 11/23 Autopay	Amenity Cable/Phone/Internet 11/23	\$ 309.60
First Coast Contract Maintenance Service, LLC	100239	8113	Management Services 10/23	\$ 815.77
First Coast Contract Maintenance Service, LLC	100241	8129	Management Services 12/23	\$ 4,089.16
First Coast Contract Maintenance Service, LLC	100242	8171	Reimbursable Expenses 11/23	\$ 1,571.58
First Coast Contract Maintenance Service, LLC	100240	8196	Reimbursable Expenses 11/23	\$ 117.35
Fitness Pro	100228	30781	Repair Service 10/23	\$ 213.45
Fitness Pro	100246	31019	Repair Service 11/23	\$ 115.00
Kutak Rock, LLP	100229	3311806	Legal Services 10/23	\$ 495.00
Republic Services	ACH	0687-001374266 Autopay	Waste Disposal Services 12/23	\$ 501.35
Rizzetta & Company, Inc.	100227	INV0000085742	District Management Fees 12/23	\$ 4,175.67

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
The Lake Doctors, Inc.	100234	142238B	Pond Maintenance 12/23	\$ 640.00
Turner Pest Control, LLC	100237	618114656	Pest Control Services 11/23	<u>\$ 80.85</u>
Report Total				<u><u>\$ 30,257.54</u></u>

## **Tab 3**



January 4, 2024

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

**Re: Magnolia West CDD  
2024 Consulting Engineers Report**

Dear Ms. Gallagher,

Thank you very much for this opportunity to provide this professional services proposal for the Magnolia West CDD. The purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the 2024 annual Consulting Engineers Report for the Magnolia West CDD.

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

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

Prosser's engineering services include:

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

**FEE SUMMARY**

TASK	DESCRIPTION	FEE
1	Development of Annual Consulting Engineers Report	\$1,500

**ADDITIONAL SERVICES**

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

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

- All Design and Modeling Services
- All Permitting Services

Magnolia West CDD c/o Lesley Gallagher  
Rizzetta & Company  
January 4, 2024

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

**OUT-OF-POCKET EXPENSES**

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

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

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

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

Sincerely,

**PROSSER, a PRIME AE Company**



Ryan P. Stilwell, PE  
VP of Engineering  
Accepted By:

---

Signature

---

Typed Name and Title

---

Date

**PROSSER**



**PROSSER, INC.**

**GENERAL CONDITIONS**

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.  
  
The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015



## Hourly Rate Schedule

Effective May, 2023

### Planning & Engineering

Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$ 95
Administrative Support	\$ 95

### Project & Business Services

Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115

### Information Services

Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125

### CEI/Construction Management Services

Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

## **Tab 4**



# **Magnolia West Community Development District**

Field Report Jan 2024

**First Coast CMS LLC  
01/24/2024**

## ***Swimming Pool***

At this time, there are no mechanical issues with the swimming pool.

## **Facility**

The address numbers on the front of the building were upgraded to current code (6 in)

Occupancy sign was ordered and installed per Fire Marshal

Able Plumbing was onsite to replace the faucets in the community room and the grill area sink

Soap dispensers are scheduled to be replaced. We are moving to a touchless style which is more efficient

“No Dog Signs” have been installed at the Preserve Playground

Upon inspection, it appears there has been some vandalism of the Preserve Playground fence that will need to be replaced. We are working on getting this resolved.

Inspection of the access gates on Medinah shows that the gate on the southside of the road is functional. The gate on the south side of the road will need to be replaced and we are working on proposals.

Staff met with two companies to discuss potential trip hazards onsite involving sidewalks. These areas have been painted orange and proposals submitted.



## **Tab 5**



# Quality Site Assessment

Prepared for: **Magnolia West CDD**

## General Information

**DATE:** Thursday, Jan 25, 2024

**NEXT QSA DATE:** Friday, Feb 02, 2024

**CLIENT ATTENDEES:** Royce Peaden

**BRIGHTVIEW ATTENDEES:** Karen Fisher

## Customer Focus Areas

Clubhouse

## Quality you can count on.

**7** Seven Standards of Excellence



Site Cleanliness



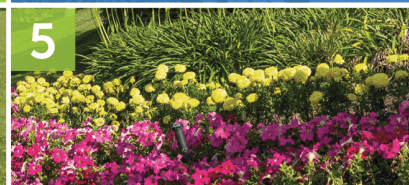
Weed Free



Green Turf



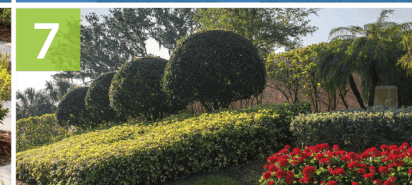
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs



# QUALITY SITE ASSESSMENT

## Magnolia West CDD

### Maintenance Items



- 1** The crew will cut broken Crape Myrtle limb and seasonally prune on their next rotation.
- 2** Pool deck is orderly, crack weed free and blown off.
- 3** Berm/beds surrounding the outside of the pool fence are looking good.
- 4** Playground next to clubhouse following mulch install. Neatly detailed and trash is picked up.

# QUALITY SITE ASSESSMENT

## Magnolia West CDD

### Maintenance Items



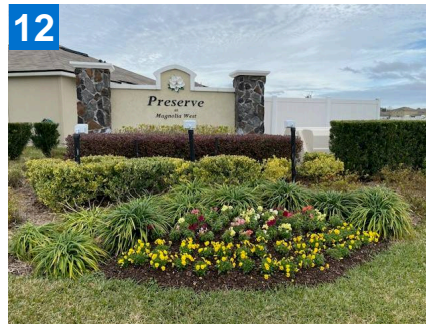
- 5** Pavers throughout are weed free.
- 6** Note to management - Animal trap is open/broken on the left side of the clubhouse.
- 7** The crew will remove suckers on Hollies and Magnolias around the exterior of the pool on the next rotation.
- 8** Turf is looking good for this time of year. Maintenance is tight throughout.



# QUALITY SITE ASSESSMENT

## Magnolia West CDD

### Maintenance Items



- 9** Maintenance strip along fences throughout are well defined.
- 10** Bed edging is in rotation throughout and low visibility areas are well maintained.
- 11** Plant beds surrounding tennis courts are looking sharp.
- 12** Newly installed Winter Annuals are looking healthy and showing great color.

# QUALITY SITE ASSESSMENT

## Magnolia West CDD

### Maintenance Items



**13** Seasonal cut backs are underway and should be completed on the next visit.

**14** As of 12/28 the crew is unable to access the pond behind playground due to all easements being blocked by homeowner fences. Maintenance has been put on hold until further instruction from management. This is not an issue at this time due to the dormant turf but will start to become one mid-late February (depending on the weather).

**15** The crew will focus on edging out valve/ground boxes on the next visit.

**16** Pond maintenance throughout is on schedule.

## 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      Monument Sign Enhancements

Project Description      Monument Signs at the intersection of Medinah and Canyon Falls Drive - Preserve and Magnolia West

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Labor to remove declining plumbago and roses, prep and re-shape beds. Travel time/staging and debris disposal	\$1,368.00	\$1,368.00
52.00	EACH	1g - Emerald Goddess Liriope Installed	\$10.85	\$564.10
18.00	EACH	1g - Muhly Grass Installed	\$9.94	\$179.01
30.00	EACH	St. Augustine Sod Pieces Installed	\$5.50	\$165.15
22.00	BAG	Shredded Brown Mulch	\$10.90	\$239.84
5.00	HOURL	Irrigation - confirm new plant material has proper coverage and adjust schedule	\$76.68	\$383.40

For internal use only

SO#                      8327329  
JOB#                    346100449  
Service Line            130

**Total Price**                      \$2,899.50

#### 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 or General Excise Tax (GET), where applicable.
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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. 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.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

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

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

16. 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 the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for 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.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

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

Printed Name Date

January 29, 2024

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Karen E Fisher

Printed Name Date

January 29, 2024

Job #: 346100449

SO #: 8327329

Proposed Price: \$2,899.50

## 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 (1) Magnolia West: Plantings for Magnolia West and Preserve Signs

Project Description Landscape Enhancement

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Magnolia West Sign:</b>			<b>Subtotal</b>	<b>\$1,389.23</b>
1.00	LUMP SUM	Labor to prep area by removing Plumbago and Roses. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$684.00	\$684.00
28.00	EACH	Liriope 1 gal. - Installed	\$10.85	\$303.79
9.00	EACH	Muhly Grass 1 gal. - Installed	\$9.94	\$89.50
11.00	BAG	Shredded Brown Mulch - Installed	\$10.93	\$120.24
1.00	LUMP SUM	Irrigation - Inspect and/or adjustment to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$191.70	\$191.70
<b>Preserve Sign:</b>			<b>Subtotal</b>	<b>\$1,411.25</b>
1.00	LUMP SUM	Labor to prep area by removing Plumbago and Roses. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$684.00	\$684.00
28.00	EACH	Liriope 1 gal. - Installed	\$10.85	\$303.79
9.00	EACH	Muhly Grass 1 gal. - Installed	\$9.94	\$89.50
4.00	EACH	St. Augustine Sod Pieces - Installed	\$5.50	\$22.02
11.00	BAG	Shredded Brown Mulch - Installed	\$10.93	\$120.24
1.00	LUMP SUM	Irrigation - Inspect and/or adjustment to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$191.70	\$191.70

For internal use only

**SO#** 8328201  
**JOB#** 346100449  
**Service Line** 130

**Total Price** \$2,800.48

#### 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 or General Excise Tax (GET), where applicable.
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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. 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.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. 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.
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11. 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.
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13. 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.
14. 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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17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

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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

Signature \_\_\_\_\_ Title **District Manager**

**Lesley Gallagher** January 30, 2024  
Printed Name \_\_\_\_\_ Date

**BrightView Landscape Services, Inc. "Contractor"**

Signature \_\_\_\_\_ Title **Enhancement Manager**

**James Chadwick Knight** January 30, 2024  
Printed Name \_\_\_\_\_ Date

**Job #: 346100449**

**SO #: 8328201**

**Proposed Price: \$2,800.48**

## 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 (2) Magnolia West: Plantings for Magnolia West and Preserve Signs

Project Description Landscape Enhancement

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Magnolia West Sign:</b>			<b>Subtotal</b>	<b>\$1,582.53</b>
1.00	LUMP SUM	Labor to prep area by removing Plumbago and Roses. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$684.00	\$684.00
15.00	EACH	Jack Frost 3 gal. - Installed	\$21.64	\$324.63
20.00	EACH	Liriope 1 gal. - Installed	\$10.85	\$216.99
11.00	BAG	Shredded Brown Mulch - Installed	\$10.93	\$120.24
1.00	LUMP SUM	Irrigation - Inspect and/or adjustment to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$236.67	\$236.67
<b>Preserve Sign:</b>			<b>Subtotal</b>	<b>\$1,604.55</b>
1.00	LUMP SUM	Labor to prep area by removing Plumbago and Roses. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$684.00	\$684.00
15.00	EACH	Jack Frost 3 gal. - Installed	\$21.64	\$324.63
20.00	EACH	Liriope 1 gal. - Installed	\$10.85	\$216.99
11.00	BAG	Shredded Brown Mulch - Installed	\$10.93	\$120.24
4.00	EACH	St. Augustine Sod Pieces - Installed	\$5.50	\$22.02
1.00	LUMP SUM	Irrigation - Inspect and/or adjustment to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$236.67	\$236.67

For internal use only

SO# 8328190  
JOB# 346100449  
Service Line 130

**Total Price** \$3,187.08

#### 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 or General Excise Tax (GET), where applicable.
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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. 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.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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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17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

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

Signature \_\_\_\_\_ Title **District Manager**

**Lesley Gallagher** January 30, 2024  
Printed Name \_\_\_\_\_ Date

**BrightView Landscape Services, Inc. "Contractor"**

Signature \_\_\_\_\_ Title **Enhancement Manager**

**James Chadwick Knight** January 30, 2024  
Printed Name \_\_\_\_\_ Date

**Job #: 346100449**

**SO #: 8328190**

**Proposed Price: \$3,187.08**







## 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 (3) Magnolia West: Plantings for Magnolia West and Preserve Signs

Project Description Landscape Enhancement

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Magnolia West Sign:</b>			<b>Subtotal</b>	<b>\$1,578.73</b>
1.00	LUMP SUM	Labor to prep area by removing Plumbago and Roses. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$684.00	\$684.00
15.00	EACH	Loropetalum 3 gal. - Installed	\$21.39	\$320.83
20.00	EACH	Liriope 1 gal. - Installed	\$10.85	\$216.99
11.00	BAG	Shredded Brown Mulch - Installed	\$10.93	\$120.24
1.00	LUMP SUM	Irrigation - Inspect and/or adjustment to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$236.67	\$236.67
<b>Preserve Sign:</b>			<b>Subtotal</b>	<b>\$1,600.75</b>
1.00	LUMP SUM	Labor to prep area by removing Plumbago and Roses. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$684.00	\$684.00
15.00	EACH	Loropetalum 3 gal. - Installed	\$21.39	\$320.83
20.00	EACH	Liriope 1 gal. - Installed	\$10.85	\$216.99
4.00	EACH	St. Augustine Sod Pieces - Installed	\$5.50	\$22.02
11.00	BAG	Shredded Brown Mulch - Installed	\$10.93	\$120.24
1.00	LUMP SUM	Irrigation - Inspect and/or adjustment to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$236.67	\$236.67

For internal use only

**SO#** 8328209  
**JOB#** 346100449  
**Service Line** 130

**Total Price** \$3,179.48

#### THIS IS NOT AN INVOICE

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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 or General Excise Tax (GET), where applicable.
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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. 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.
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11. 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.
12. 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.
13. 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.
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17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

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Customer

Signature \_\_\_\_\_ Title **District Manager**

**Lesley Gallagher** January 30, 2024  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**BrightView Landscape Services, Inc. "Contractor"**

Signature \_\_\_\_\_ Title **Enhancement Manager**

**James Chadwick Knight** January 30, 2024  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**Job #:** 346100449

**SO #:** 8328209

**Proposed Price:** \$3,179.48







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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      Magnolia West: Plantings for Raised Planters Under Magnolia West and Preserve Signs

Project Description      Landscape Enhancement

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Magnolia West Sign (Raised Planter):</b>			<b>Subtotal</b>	<b>\$786.37</b>
1.00	LUMP SUM	Labor to prep area by removing Plants. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$316.67	\$316.67
6.00	EACH	Dwarf Podocarpus 3 gal. - Installed	\$30.36	\$182.17
8.00	EACH	Society Garlic 1 gal. - Installed	\$11.00	\$88.00
3.00	BAG	Soil - Installed	\$13.92	\$41.75
1.00	LUMP SUM	Irrigation - Inspect and/or adjust to provide proper coverage to all specific areas of newly installed plants. (included parts and labor)	\$157.78	\$157.78
<b>Preserve Sign (Raised Planter):</b>			<b>Subtotal</b>	<b>\$786.37</b>
1.00	LUMP SUM	Labor to prep area by removing Plants. Grade area deep edge any hardscapes or bedlines. Travel time/staging and debris disposal.	\$316.67	\$316.67
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For internal use only

**SO#**                      8328219  
**JOB#**                    346100449  
**Service Line**        130

**Total Price**                      \$1,572.74

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Customer

Signature \_\_\_\_\_ Title **District Manager**

**Lesley Gallagher** January 30, 2024  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**BrightView Landscape Services, Inc. "Contractor"**

Signature \_\_\_\_\_ Title **Enhancement Manager**

**James Chadwick Knight** January 30, 2024  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**Job #:** 346100449

**SO #:** 8328219

**Proposed Price:** \$1,572.74

## **Tab 6**

## RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE CLAY COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Magnolia West Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Green Cove Springs, Clay County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Clay County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Douglas Kuhrt, and Seat 5, currently held by Cynthia Riegler, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 6th day of February, 2024.

**MAGNOLIA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

---

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

---

SECRETARY / ASSISTANT SECRETARY

## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Magnolia West Community Development District (“District”) will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 500 N Orange Ave, Green Cove Springs, FL 32043; Ph: [\(904\) 269-6350](tel:9042696350). All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Magnolia West Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Clay County Supervisor of Elections.

Publish on or before \_\_\_\_\_, 2024.

## **Tab 7**



## SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT



**PRECISION SIDEWALK SAFETY CORP • DECEMBER 22, 2023**

1202 SW 17<sup>th</sup> Street, Suite 201-122 • Ocala, FL 34471 • [www.precisionsidewalksafety.com](http://www.precisionsidewalksafety.com)  
Marny Donnelly • 877-799-6783 x 503

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**

It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.  
Any copying or unauthorized disclosure of this information is prohibited.



PREPARED FOR:

## Magnolia West Community Development District • Green Cove Springs, FL

- Mr. Tony Shiver, Amenity Manager
- Residents of Magnolia West CDD

Precision Sidewalk Safety Corp (PSSC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cut equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded Florida and South Carolina communities the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

### Site Review Summary

PSSC visited Magnolia West CDD to review sidewalks to identify hazards that create trip and fall liabilities that PSSC can repair. Prior to the review, PSSC spoke with Mr. Shiver to discuss what is important to the District and to understand specifications and boundaries for this project. PSSC was directed to identify and price all changes in level from ¼" – 2" in height that our company can repair only on the sidewalks at the Amenity Area, including the walkway that leads to the adjacent cul-de-sac (see boundaries on the map below).

A review of the sidewalks in the designated area was subsequently completed to estimate the number of hazards present and their sizes. There are numerous panels at the Amenity Area marked with orange paint. These marks were not made by PSSC and they **are not** identifying marks for locations that are included in or excluded from this proposal. As directed, hazards on all other sidewalks throughout the District were not reviewed and are not included in this proposal. The Americans with Disabilities Act (ADA) excerpts relevant to changes in level on walkways are included in Exhibit A.

**Changes in level measuring ¼" – 2" in height at the Amenity Area at Magnolia West CDD were reviewed and a total of 67 hazards meeting the specifications were observed.**

As requested by Mr. Shiver, the review of the sidewalks and resulting proposal **include** an option for board consideration to repair hazards on curbs parallel to the flow of pedestrian foot traffic (see Figure 4 in Photo Examples below) and on the sides of the adjacent sidewalk panels (see Figure 5). Repairs on curbs will be made at the best possible slope if a 1:12 slope cannot be achieved.

Some previous repairs utilizing a grinder have been attempted at Magnolia West CDD (see Figure 6). Several of those locations that have a change in level are **included** in this proposal since they will need to be repaired again by PSSC in order to remove remaining portions of the hazard and provide the proper slope to meet ADA compliance. To meet slope requirements for each repair, PSSC must take into account both the past measurements of the concrete that has been removed and the new amount that must be removed in order to eliminate the hazard.

Some walkways in the Amenity Area are composed of brick pavers that are not grouted into place. PSSC does not recommend making repairs on these un-grouted pavers (pavers laid in sand) because the pavers not only have the potential to shift during repair but also will continue to move and settle. Therefore, after the

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It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.  
Any copying or unauthorized disclosure of this information is prohibited.



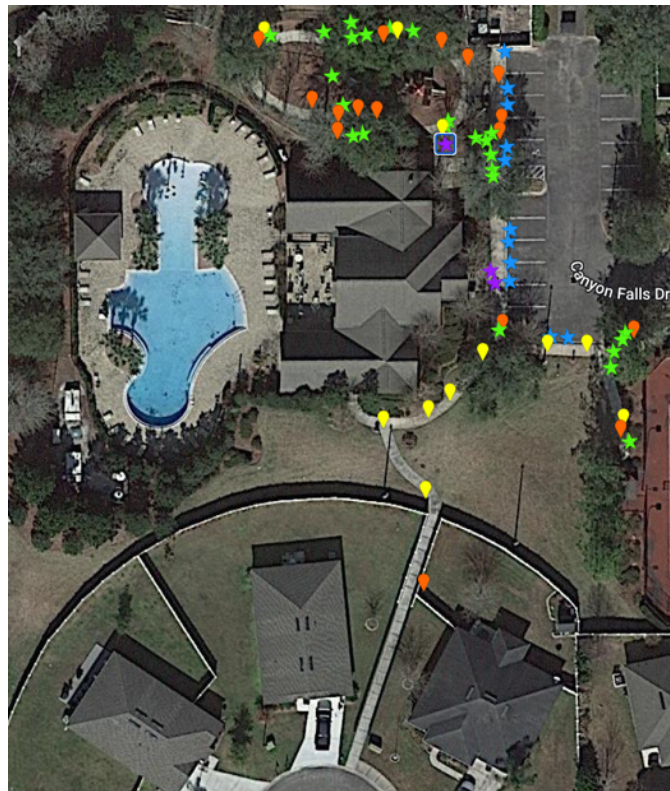


hazards are removed, the pavers will continue to settle and create new hazards. Repairing a hazard on the concrete adjacent to the end of the brick paver walkway is also not recommended, since the adjacent pavers will continue to settle (see Figure 7). Repositioning the pavers would prevent the necessity of making a permanent repair to the adjacent concrete. As requested by Mr. Shiver, repairs to hazards adjacent to brick pavers that are not grouted into place are **included** in this proposal.

This location is an ideal application for our precision concrete cutting repair method. The service will allow Magnolia West CDD to mitigate risk and liability before an accident occurs, and to do it at a minimal cost. Our service includes a detailed, auditable report of every hazard repaired, so efforts to maintain safe sidewalks are well documented (see Repair Specifications section). This can be submitted to the insurance company, which will often provide lower rates or “credits” for communities with proactive programs in place to reduce liabilities.

When repair work is initiated, our experienced trip hazard removal specialists will precisely identify and record the exact quantity, measurements, and location of each hazard PSSC can repair. This more precise evaluation may result in quantities and measurements that vary slightly from this estimate, however the high end of the price range provided is a “not to exceed” estimate.

### Site Review Area – Hazards Identified at the Magnolia West CDD Amenity Area



The map in this proposal shows the approximate locations of trip hazards included in the scope of this proposal. The accuracy of this map is dependent on the technology available on smart phones and should be relied upon as approximations only. The **green star** designates hazards where a previous repair attempt was made with a grinder; the location must be repaired again to remove remaining portions of the hazard and provide the proper ADA-compliant slope. The **blue star** represents hazards on curbs parallel to the flow of pedestrian foot traffic and on the sides of the adjacent panels and the **purple star** designates hazards adjacent to brick pavers that are not grouted into place.

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## Methodology – Preparing This Estimate

1. PSSC conducts a census of hazards that we can repair on the designated sidewalks; the hazards are then grouped into 3 categories:

CATEGORY	SPECIFICATION
Least Severe	¼ inch
Severe	3/8 inch to 7/8 inch
Most Severe	1 inch to 2 inches

2. An estimate of the volume of concrete requiring removal for each category was prepared based on our experience data base.
3. A “not to exceed” bid was prepared based on the estimated volume of repairs.

Hazards above 2 inches in height are normally not included in PSSC estimates. Since most sidewalks are a total of 3.5 to 4 inches deep, municipal engineers recommend repairs up to 2 inches in height because removing more than that will reduce the structural integrity of the sidewalks if a vehicle or other heavy equipment drives over it. Sidewalks with hazards greater than 2 inches in height are recommended for alternative remediation by the property owner. Severely broken panels and panels hollowed out underneath also need to be alternatively remedied by the property owners. **No locations with these issues were observed at the Magnolia West CDD Amenity Area at the time of our review of the sidewalks.**

Before work commences, our on-site trip hazard removal specialists will assess all panels identified in this proposal to ensure changes in level can be repaired using our technique. If it is determined that any locations should be remedied in an alternative way instead of repaired using our horizontal saw cut method, PSSC will exclude those repairs from our service.

Some sidewalk panels have holes, missing pieces, or hairline cracks which do not result in changes of level. These types of sidewalk imperfections cannot be repaired utilizing our precision concrete cutting method and are also **excluded** from this estimate. In some cases where a crack exists on a stable panel, the concrete on one side will be raised higher, creating a trip hazard. PSSC will always repair this type of trip hazard unless directed otherwise, but the original crack in the panel will remain.

Our initial site review identified **67 PSSC-repairable hazards** measuring ¼” – 2” in height at the Amenity Area (shown in Table 1 below).

TABLE 1: MAGNOLIA WEST CDD AMENITY AREA 67 TRIP HAZARDS BY HEIGHT CATEGORIES				
LOCATION	LEAST SEVERE	SEVERE	MOST SEVERE	TOTAL
Hazards in normal flow of pedestrian foot traffic	19	44	3	55
Hazards on curbs and sides of adjacent panels	8	3	0	12
	19	44	3	67
TOTAL				



## Photo Examples

**Figure 1**



Example of a 1/4" high "Least Severe" hazard at the playground. These are often the hazards that people catch their toe on, as they do not notice them.

**Figure 2**



Example of a 1/2" high "Severe" hazard at the playground.





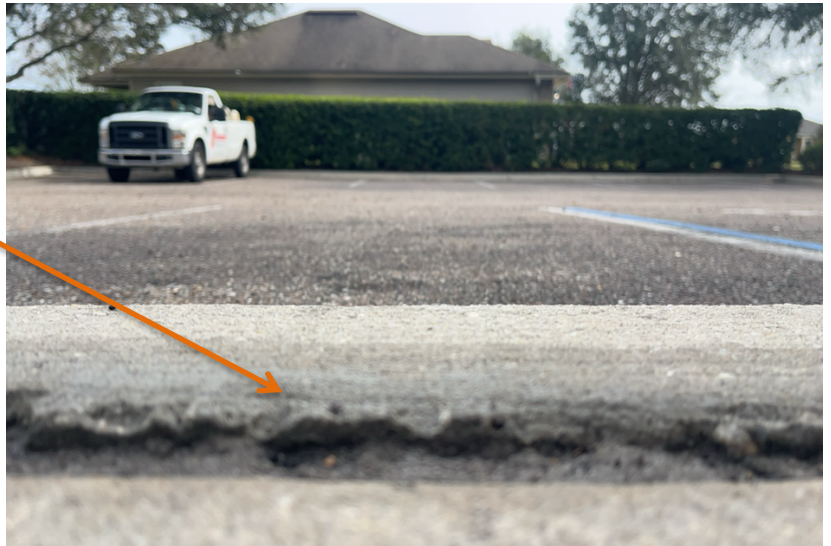
**Figure 3**



Example of a  $\frac{7}{8}$ " high "Severe" hazard at the playground.

**Figure 4**

Example of a  $\frac{3}{8}$ " high "Severe" hazard on a curb adjacent to the side of a panel in front of the playground area. As directed by the District, hazards such as this are **included** as an additional option for repair in this proposal.



**Figure 5**



Example of a  $\frac{5}{8}$ " high "Severe" hazard on the side of a panel adjacent to a curb near the playground. As directed by the District, hazards such as this are **included** as an additional option for repair in this proposal.

**Figure 6**

Example of a "Most Severe" hazard on the walkway to the playground. This location was previously "flattened out" and pulverized by a grinder rather than being repaired with an ADA-compliant 1:12 slope. Hazard must be repaired properly by PSSC to remove remaining portions of the hazard and provide proper slope.





**Figure 7**



Example of a hazard at the Amenity Area adjacent to brick pavers which are not grouted into place. This location was also previously “flattened out” by a grinder. As directed by the District, hazards such as this are **included** in this proposal.

## Pricing Summary

Table 2 below provide an estimated price range to repair the 67 PSSC-repairable hazards measuring  $\frac{1}{4}$ " – 2" in height in the Amenity Area as identified in Table 1. As requested by Mr. Shiver for consideration, the cost for repairs on curbs and the sides of the adjacent panels is provided as a separate line item. Repairs will be made at the ADA-compliant 1:12 slope. Our technicians take exact measurements of every hazard when we perform our work, so the final price will be determined by the actual volume of concrete removed to achieve the 1:12 slope, however **the high end of the range estimated is a “not to exceed” price. PSSC proposals are valid for 90 days and the authorization must be received by March 21, 2024.**

TABLE 2: PRICING FOR 67 HAZARDS $\frac{1}{4}$ " - 2" HIGH AT MAGNOLIA WEST CDD AMENITY AREA		
ALTERNATIVE	LOCATION	PRICE RANGE
A	Hazards in the normal flow of pedestrian foot traffic	\$8,493 - \$9,386
B	Hazards on curbs and sides of adjacent panels	\$1,277 - \$1,366*
C	Total	\$9,770 - \$10,752

**\*PSSC has a repair fee minimum of \$5,000 in order to dispatch a trip hazard removal specialist. If the CDD chooses to complete ONLY this line item, the District will be charged \$5,000 for those repairs.**



Precision Sidewalk Safety estimates that the work can be completed in 1 - 2 days with the note that wet weather will delay our operations. We will re-route pedestrian traffic on small sections of sidewalk (10'-15') for periods that range from 3 minutes to 20 minutes while those sections are being repaired. We request that the District make arrangements for all vehicles to be moved away from the sidewalks in order for our crew to make the repairs. We also require that a representative of the District review and accept the work (or request adjustments) prior to the crew's estimated departure. While the sidewalk restoration project is underway, we will:

- keep the sidewalks in service
- require no heavy equipment or traffic control
- remove all debris and recycle the concrete waste materials
- leave the proposed areas clean and trip hazard-free

**Figure 8: Precision Sidewalk Safety Work Example**



## Savings Summary

Precision Sidewalk Safety provides a professional service to hundreds of municipalities and private communities throughout Florida and South Carolina. Based on data shared by many of these customers, the comparative analysis in Table 3 shows the differences between available methods for sidewalk trip hazard repair.

TABLE 3: REPAIR METHOD COMPARISON FOR MAGNOLIA WEST CDD			
METHOD	ADA COMPLIANT	TIME REQUIREMENT	POSSIBLE INCIDENTAL DAMAGES
Precision	Yes	1 - 2 Days	None
Grinding	No	4 - 5 Days	Adjacent sidewalk panels, landscaping, and sprinkler heads
Replacement	Yes	11 - 13 Days	Broken sidewalk panels from weight of trucks and damage to landscaping



### Grinding

Although grinding is sometimes used for the removal of trip hazards in communities, it is not an ideal method for sidewalk repair as the equipment is not specifically designed for this use. Grinding often leaves unpleasant pitting and grooves on the surface of the concrete. Because it is very inflexible equipment, these markings occur not only on the panels with hazards, but also on the sidewalk panels adjacent to those panels. In addition, a grinder often leaves a hazard in place where someone could still trip and fall, because operators are forced to choose from either damaging something adjacent to the affected panel (landscaping, sprinkler heads, etc.) or leaving the repair with upturned edges. This repair method literally scrapes and pulverizes the concrete surface to take off some of the height differential, but it cannot meet the specified ADA requirements for proper slope.

In addition, grinding causes considerable dust and mess. If the dust is managed with water, the property risks slurry and runoff into storm drains or local water. In most cases, grinding cannot be compared to the Precision method, since grinding cannot achieve like results. Still, in a comparison of the same number and size hazards, Precision Sidewalk Safety is comparable in cost. Figure 9 shows results from a typical grind.

**Figure 9: Typical Results from a Grinder**



### Demolition and Replacement

The conventional approach to fully eliminating trip hazard liability is to demolish and replace hazardous panels. Done correctly to ensure a zero point of differential between existing and new sections, this method meets ADA specifications, and is the most comparable alternative to the PSSC method. However, the number of hazards that can be repaired on a fixed budget is very limited. Demolition and replacement can also be very obtrusive to a property. Sidewalks are often closed for days and cars sometimes need to be moved. Incidental damages to landscaping can occur.

Based upon various panel sizes totaling approximately 2,041 square feet and an estimated replacement cost of roughly \$12.50 per square foot, we estimate the cost to demolish and replace panels is \$25,513. This takes into account:

- Cost of concrete
- Labor to break up and remove existing concrete
- Labor to pour, form, level, finish, float & cut control joints
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete

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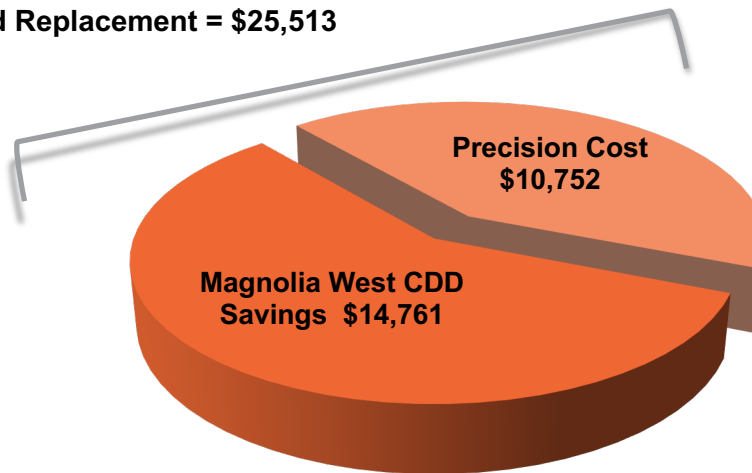




Based upon the “not to exceed” price to repair all PSSC-repairable hazards measuring ¼” – 2” in height at the Amenity Area, the maximum cost for PSSC repairs is \$10,752, which is an **estimated savings of \$14,761 or 58%**, shown below. This comparison assumes that only one panel would be demolished and replaced which is usually not the case, since replacing slabs often requires a “run” of two to five slabs. The **actual cost** for demolition and replacement would likely be three times this amount

### **COST SAVINGS COMPARED TO DEMOLITION AND REPLACEMENT**

**Estimated Cost of Demolition  
and Replacement = \$25,513**



#### **Environment Savings:**

As a member of several “green” building associations, Precision Sidewalk Safety tracks savings from the use of our service, which is a green building practice. We utilize a dust containment system to minimize dust and portable equipment that consumes minimal energy. The small sections of concrete we remove are recycled. By using Precision Sidewalk Safety instead of demolition and replacement, the Magnolia West CDD would achieve the following environmental savings:

#### **Natural Resources Saved:**

- Approximately **46 tons** of waste concrete from removal and placement in landfills (est. **669 cubic feet** of concrete at an average weight of 132 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

#### **Fossil fuels saved: estimated 79 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of estimated **46 tons** of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

#### **Prevented release of Carbon Dioxide gas: estimated .70 Metric Tons**

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## Repair Specifications

Precision Sidewalk Safety will submit a summary itemizing each trip hazard repaired. This report will include the following, which serves as a detailed, auditable invoice for each repair:

- a. The physical location (address, light pole #, etc.) of each repair
- b. The specific hazard height - high side and low side measurement – in 8ths of an inch
- c. The total width of actual repair in inches
- d. The square footage of repaired panel

Debris from repaired areas will be collected and removed and a dust abatement system will be used during all repair operations. All resulting repairs will be flat and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.

This proposal is based upon removing all hazards that PSSC can repair measuring ¼” – 2” in height at the Amenity Area using a 1:12 repair slope.

The following special conditions **are** included in this proposal for the hazards identified in Table 1:

- Only hazards on the sidewalks at the Amenity Area
- Hazards on panels which are intact, stable, and not cracked, fractured, or settled
- Hazards on panels with hairline, spider, or multiple cracks(s) which are otherwise “stable” and “intact”
- Hazards on panels with surface imperfections or missing/sunken partial sections that are 90% useable
- Hazards on access ramps that transition sidewalk to crosswalk
- Hazards on secondary walkways not on primary street walkway
- Hazards on curbing that is parallel to the flow of pedestrian foot traffic and on sides of panels adjacent to curbing. Repairs on curbs will be made to the best slope that the width of the curb surface allows.
- Hazards adjacent to brick pavers that are not grouted into place.

The following special conditions **are not** currently included in or relevant to this proposal:

- Hazards on sidewalks in all other areas of Magnolia West CDD
- Hazards over 2” in height, on panels that are hollow underneath, or on panels too broken for repair

## Safety:

Precision Sidewalk Safety Corp has a perfect safety record; we use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, as well as residential neighborhoods and historic Districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.

## Insurance and Incorporation:

Precision Sidewalk Safety Corp is a corporation registered in the state of Florida. Proof of liability, workers compensation, and auto insurance will be provided as requested.





### Protection Under U.S. Patent and Trademark Laws:

The work provided by Precision Sidewalk Safety reveals equipment and processes, which are protected under United States patent laws. It is the use of these patents that enables us to provide the best available trip hazard removal service to our clients. Due to the nature of our business and in lieu of the ability to receive competitive bids for like services, our company provides documentation and reference to the patents that have been issued to our corporate office. Precision Concrete Cutting of Utah and its affiliates, along with The United States Patent and Trademark Office, takes an active and exacting role to protect and enforce intellectual property rights.

**U.S. Pat. No. 6,896,604**

**U.S. Pat. No. 6,827,074**

**U.S. Pat. No. 7,143,760**

**U.S. Pat. No. 7,402,095**

**U.S. Pat. No. 7,000,606**

**U.S. Pat. No. 7,201,644**

### About Precision Sidewalk Safety Corporation:

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 50 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 500,000 repairs on sidewalks in the two states, saving communities an estimated \$92 million on sidewalk repairs.



## EXHIBIT A: Excerpts from ADA Guidelines

**Federal Register** / Vol. 56, No. 144 / Friday, July 26, 1991 / Rules and Regulations

### **Federal Regulations on Trip Hazard Removal**

#### **Part III**

#### **Department of Justice**

#### **Office of the Attorney General**

#### **28 CFR Part 36**

#### **Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities; Final rule**

#### **4.5 Ground and Floor Surfaces**

##### **Excerpts from Federal Register**

**4.5.2 Changes in Level.** Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater than 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

**4.7.2 Slope.** Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

**4.8.2 Slope and Rise.** The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

**3 – a – 1.** A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

**3 – a – 1.** A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.





## AUTHORIZATION TO PROCEED • FAX TO 866-669-1175

>>ESTIMATE IS VALID FOR 90 DAYS FROM DATE OF ISSUE<<

SCOPE OF PROJECT	Repair at a 1:12 slope trip hazards measuring ¼" - 2" in height that PSSC can repair on the specified sidewalks as identified in in Proposal FLP1473. <b>Please fill in the alternative selected, corresponding price range, and date in the cost box below; then complete invoice information in the approved by / billing info table below.</b>		
COMMUNITY	Magnolia West Community Development District		
COST	ALTERNATIVE	PRICE RANGE	DATE

This proposal provides a price which will not be exceeded given the scope of work specified and is based on: 1) an estimated number of hazards we anticipate our technician(s) can repair and 2) the resulting amount of concrete material our technician(s) will remove to render repairs compliant with approved customer specifications. Your final inventory of repairs may vary from this estimate. PSSC repairs only those uneven sidewalks specifically requested by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. PSSC may not complete a repair(s) because; 1. a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or 2. in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy. After the project is completed, new trip hazards will occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSSC's control. Upon completion of the project, PSSC is not liable for any related claims, losses, or damages. At least 30 minutes prior to the crew's scheduled departure, customer (or designee) agrees to have inspected and either accepted all repairs as completed or determined suitable adjustment(s) (if any) as may be required, such that the crew's departure will not be delayed. PSSC will not be held responsible for cracks or other defects in poured concrete that may exist due to materials or methods used by original installer.

The undersigned acknowledges the above explanation of our estimate of work as well as the exclusions set forth in this Proposal, that he/she is legally authorized to engage Precision Sidewalk Safety Corp to deliver designated work, has seen a sample – photo or actual – of the resulting repair, and agrees to notify or mediate affected property owners.

Initial below in the space provided if you authorize PSSC to INCLUDE the following repair types:

- ☐ Hazards on curbs and sides of adjacent panels parallel to the flow of pedestrian foot traffic  
☐ Hazards on panels adjacent to brick pavers that are not grouted into place

APPROVED BY	NAME	
	SIGNATURE	
	TITLE	
	PHONE	ALT. PHONE
BILLING INFO (All invoices sent electronically)	INVOICE TO NAME	
	ADDRESS	
	INVOICE TO EMAIL ADDRESS	

Upon receipt of this signed acceptance of the details provided throughout this proposal, PSSC will schedule the requested repairs.  
Every effort will be made to accommodate the requested start date.

THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL





1702 Lindsey Road, Jacksonville, FL – P (904) 781-7060 / F (904) 619-5011

**Date: 11 16 23**

**Customer:**

Magnolia West CDD

**Project Location:**

3490 Canyon Falls Dr  
Green Cove Spring, FL

**Project Contact:**

Tony

**Project Description:**

Concrete

All Weather Contractors (**AWC**) is pleased to submit the following proposal:

❖ **SCOPE OF WORK - Description**

AWC scope of work includes labor and materials, unless otherwise noted:

Saw cut and remove the areas of concrete listed below -remove any trees roots where the concrete is removed -form and pour new concrete using 3000 psi concrete with a broom finish (these areas are SQ FT) any areas below listed (LIN FT) we will grind the concrete

- amenities center -20 sq ft and 8 lin ft
- interior of playground -116 sq ft and 29 lin ft
- front corner of amenities center ada parking space -56 sq ft and 6 lin ft curbing replaced and 6 lin ft
- amenities center left front -8 sq ft
- sidewalk to tennis court-45 sq ft and 20 lin ft

**VALIDITY**

1. This proposal is valid for 60 days from the date of the proposal

❖ **PRICE**

1. Total price for the work above is: \$8,980.00
2. Terms of Payment: 100% Upon completion of work

❖ **EXCLUSIONS**

1. N/A

❖ **ALTERNATES & UNIT PRICES (if applicable)**

1. if any of concrete is over 4'' thick they may be a change order issued

❖ **QUALIFICATIONS & CLARIFICATIONS**

1. Payment and performance bond not required; permitting is the responsibility of owner/manager, unless otherwise noted. Work outside scope will require a written change order. Debris & haul-away included.

❖ **WORK HOURS & SCHEDULE**

1. Workdays are Monday – Friday 8:00am to 5:00pm, unless otherwise specified.
2. Weather-related issues may delay completion.



❖ **CERTIFICATIONS & INSURANCE MAINTAINED BY ALL WEATHER CONTRACTORS**

1. **GC**—CGC1523954 — **HVAC**—CMC1250093 — **Plumbing**—CFC1428601 — **Roofing**—CCC1329086 licenses.
2. Commercial General Liability Insurance \$1,000,000
3. Commercial General Liability Aggregate \$2,000,000
4. Workers Compensation Insurance \$1,000,000
5. Automotive Liability Insurance \$1,000,000
6. Umbrella General Liability Insurance \$5,000,000

❖ **WARRANTY**

1. Material warranty by manufacturer. AWC will provide a 1-year warranty for workmanship.

❖ **INSPECTION**

1. Work shall be inspected by the customer representative at the completion of the work.

All Weather Contractors is uniquely qualified to perform the work detailed above. We are RealPage approved supplier of construction services, and our teams of highly experienced tradespeople are ready to begin your project. Accept this proposal by placing an initial on each page of this proposal and signing the acceptance below. Return to our offices as soon as possible to get your project underway.

**PROPOSAL MUST BE SIGNED-DATED AND RETURNED TO SENDER**

❖ **PROPOSAL SUBMITTED BY:**

Scott Haines  
[shaines@allweathercontractors.com](mailto:shaines@allweathercontractors.com)  
(904) 402-6561

**PROPOSAL ACCEPTED BY:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
WO/PO#, if applicable

**General Statement:** This proposal is based exclusively on the direct cost elements described above, such as labor, material, specified equipment, and normal mark-ups. It does not include any amount for changes in the sequence and scope of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs not specifically noted and/or mutually agreed. If needed All Weather Contractors reserves the right to submit a claim for all impacts, limitations, and related items of cost.

## **Tab 8**

# WEBWATCHDOGS *Extended Warranty Quote*

SURVEILLANCE CAMERA SYSTEMS

1 Hargrove Grade Suite 1A  
Palm Coast, FL 32137  
386-957-9339  
www.WebWatchdogs.net  
info@webwatchdogs.net  
Florida Contractor License  
#ES12000771

Date	Quote #
12/19/2023	7364
Name / Address	
Magnolia West CDD c/o RIZZETTA & COMPANY, INC. 2806 N. 5th St., Unit 403 St. Augustine, FL 32084	

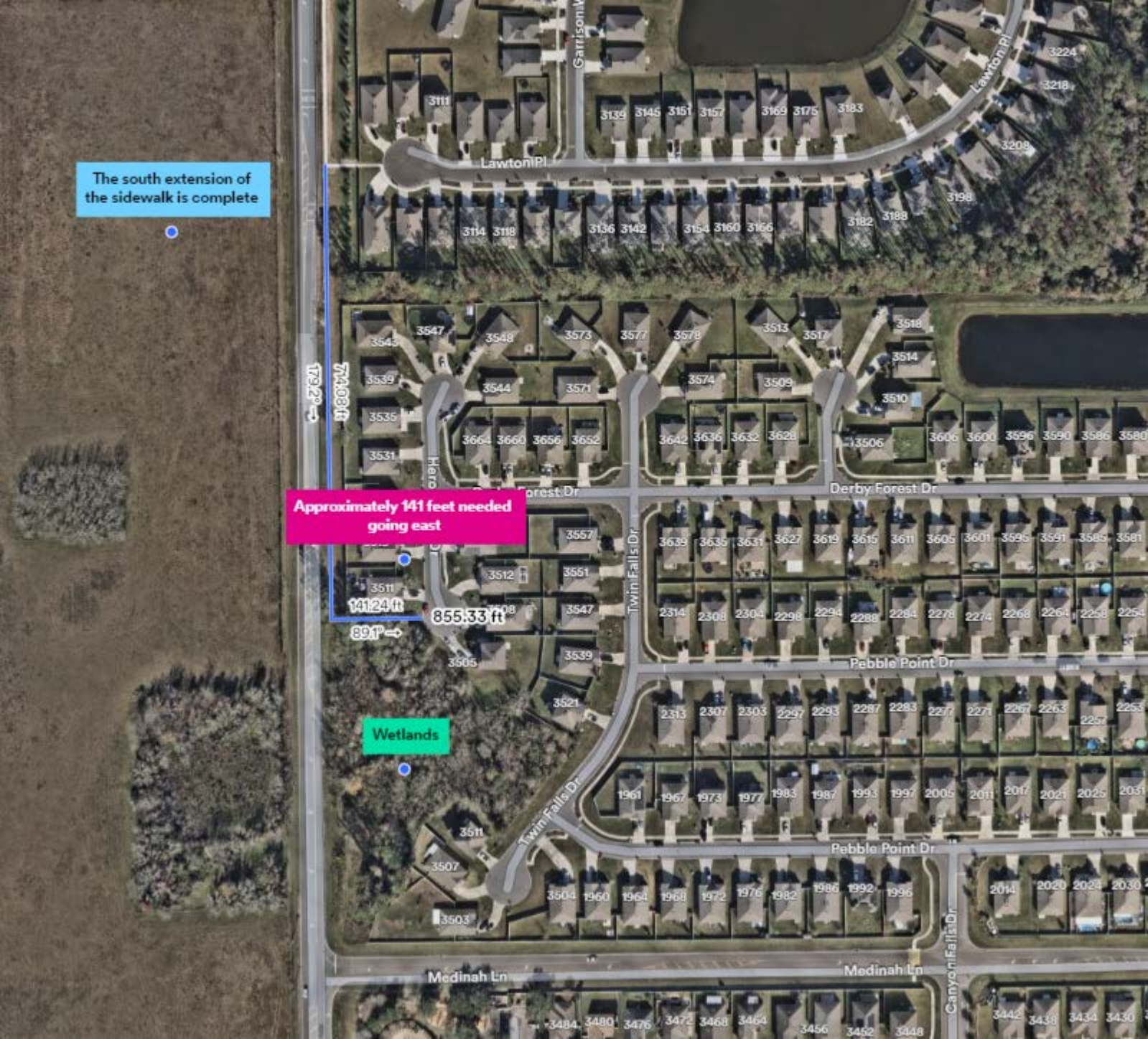
Description	Qty	Cost	Total
Extended Warranty Option- Complete Surveillance Camera System (\$250 Per Year After the 1st Year For Complete System- Parts & Labor)  ****Warranty Expires 2/4/2024****	1	250.00	250.00
<p>1 Year Extended Warranty on Camera Parts, Labor and Equipment All products are warranted for 1 year from date of purchase. If a product is defective we will repair or replace it. The following situations void the product warranty: Adding 3rd party software to a DVR without prior approval from our technical support department. Damage caused by nature such as flooding, winds, lightning and other similar events. Damage caused by vandalism. Network related issues involving your internet service provider (i.e. new modem, change of internet provider, etc.) Warranty Service Calls will be addressed within a 1-5 day time frame.</p> <p>After 1 year (outside of the warranty, if not extended), we will continue to support the product at the standard repair labor rate (currently \$199 per hour-minimum 2 hours) plus parts, if applicable, or phone technical support for \$65.00/hour. Out of warranty repairs are guaranteed for 30 days. Phone support is non-refundable.</p>	<b>Subtotal</b>		\$250.00
	<b>Sales Tax (0.0%)</b>		\$0.00
	<b>Total</b>		\$250.00
	Signature _____		

## **Tab 9**

The south extension of the sidewalk is complete

Approximately 141 feet needed going east

Wetlands



## **Tab 10**





1702 Lindsey Road, Jacksonville, FL – P (904) 781-7060 / F (904) 619-5011

Date: 2 1 24

Customer:

Magnolia West CDD

Project Location:

3490 Cayon Falls Drive Green Cove Springs

Project Contact:

Leslie Gallagher Rizzetta mgmt

Project Description:

Misc repairs

All Weather Contractors (**AWC**) is pleased to submit the following proposal:

❖ **SCOPE OF WORK - Description**

AWC scope of work includes labor and materials, unless otherwise noted:

At Medinah lane before the entrance to the gated community there is 2 vinyl fence that are across the street from each other-the vinyl fence on the left side of the street has 2 gates that's have been damaged -we will have to remove the gates and both posts that's hold the fences up we will reinforce the posts by pouring fast setting concrete to secure them

**The gate on the left side the broken is broken we will have to remove the vinyl sleeve to reweld the square tubing back in place in place after its welded we will install the vinyl sleeve back**

**Install 2 support braces to help support the gates**

**On both gates we will install 2 gates support wheels**

**On the right side of the street what we need to do is following both gates need to be cut down to have a length of 100" each so they are not overlapping each other -after the are cut down we will weld the gate vertical tubing back in place -install (2) cane bolts (2) support braces (2) support wheels and pressure wash the 2 gates**

**VALIDITY**

1. This proposal is valid for 30 days from the date of the proposal

❖ **PRICE**

1. Total price for the work above is: \$7,560.00
2. Terms of Payment: 100% Upon completion of work

❖ **EXCLUSIONS**

1. N/A

❖ **ALTERNATES & UNIT PRICES (if applicable)**

1. N/A

❖ **QUALIFICATIONS & CLARIFICATIONS**

1. Payment and performance bond not required; permitting is the responsibility of owner/manager, unless otherwise noted. Work outside scope will require a written change order. Debris & haul-away included.

❖ **WORK HOURS & SCHEDULE**

1. Workdays are Monday – Friday 8:00am to 5:00pm, unless otherwise specified.
2. Weather-related issues may delay completion.

❖ **CERTIFICATIONS & INSURANCE MAINTAINED BY ALL WEATHER CONTRACTORS**

1. **GC**—CGC1523954 — **HVAC**-CMC1250093 — **Plumbing**-CFC1428601 — **Roofing**-CCC1329086 licenses.
2. Commercial General Liability Insurance \$1,000,000
3. Commercial General Liability Aggregate \$2,000,000
4. Workers Compensation Insurance \$1,000,000
5. Automotive Liability Insurance \$1,000,000
6. Umbrella General Liability Insurance \$5,000,000

❖ **WARRANTY**

1. Material warranty by manufacturer. AWC will provide a 1-year warranty for workmanship.

❖ **INSPECTION**

1. Work shall be inspected by the customer representative at the completion of the work.

All Weather Contractors is uniquely qualified to perform the work detailed above. We are RealPage approved supplier of construction services, and our teams of highly experienced tradespeople are ready to begin your project. Accept this proposal by placing an initial on each page of this proposal and signing the acceptance below. Return to our offices as soon as possible to get your project underway.

**PROPOSAL MUST BE SIGNED-DATED AND RETURNED TO SENDER**

❖ **PROPOSAL SUBMITTED BY:**

Scott Haines  
[shaines@allweathercontractors.com](mailto:shaines@allweathercontractors.com)  
(904) 402-6561

**PROPOSAL ACCEPTED BY:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
WO/PO#, if applicable

**General Statement:** This proposal is based exclusively on the direct cost elements described above, such as labor, material, specified equipment, and normal mark-ups. It does not include any amount for changes in the sequence and scope of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs not specifically noted and/or mutually agreed. If needed All Weather Contractors reserves the right to submit a claim for all impacts, limitations, and related items of cost.



# Proposal

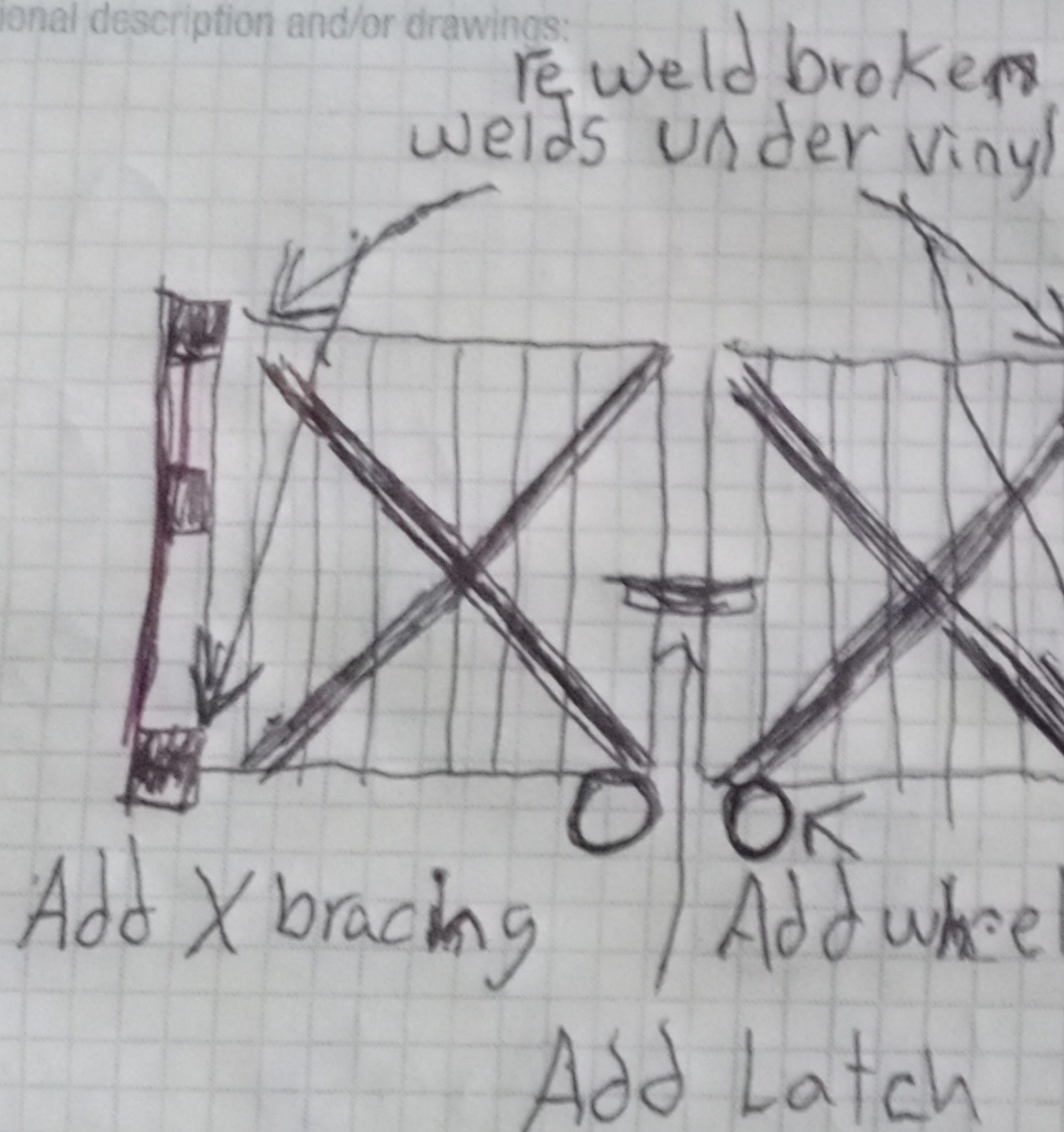
Magnolia West CDD

TO ~~XXXXXXXXXX~~ oops  
 ADDRESS Medinah Lane 3490 Canyon Falls  
 CITY, STATE Green Cove FL 32043  
 PHONE NO.

PROPOSAL NO.  
 BID NO.  
 WORK TO BE PERFORMED AT: Medinah Lane  
 ADDRESS  
 CITY, STATE  
 DATE OF PLANS

We hereby propose to furnish the materials and perform the labor necessary for the completion of Medinah Lane gate repair

Area below for additional description and/or drawings:



Add Flat plate where every hinge is because hinges are only in the vinyl  
Both sides

Also replace hinges with stronger ones

Materials and Labor  
\$850

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$850.00  
 Dollars (\$) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Your Handyman A to Z  
 Per Jeremy Burkett

Note - This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

## ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_