

**MYRTLE CREEK IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

Roll Call to Confirm a Quorum

The Board of Supervisors' Meeting for the Myrtle Creek Improvement District was called to order on Tuesday, December 12, 2023, at 5:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827.

Present:

Bob Da Silva	Chairman
Kyle Scholl	Assistant Secretary
Marsha Leed	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Greg Platt	Donald W. McIntosh Associates	
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	(via phone)
Katie Harmer	Berman	(via phone @ 5:02 pm, exited @ 5:11 pm)
Dan Young	Tavistock	
DJ Batten	Berman	

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden asked if there were any public comments. She noted there were no members of the public present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
August 15, 2023, Board of
Supervisors' Meeting**

The Board reviewed the minutes of the August 15, 2023, Board of Supervisors' Meeting.

On motion by Mr. Da Silva, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the August 15, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Notice of Construction Committee
Member Resignation**

Ms. Walden stated the resignation letter from Mr. McDermott is included in the agenda. She noted at this time there is no recommendation from the team, but when there is a recommendation, it will be brought before the Board.

FIFTH ORDER OF BUSINESS

Consideration of License Agreement for Cypress Plantings

Ms. Mackie stated that Lake Nona Land Company reached out to the District as it relates to a development wide project in which Lake Nona Land Company is planting Cypress trees within stormwater ponds. She noted the District doesn't own the majority of the stormwater ponds within the District, with the exception of one near Performance Drive and Lake Nona Blvd. That intersection is where some of the Cypress plantings were installed, and these are going to be maintained in perpetuity by Lake Nona Land Company. The License Agreement provides for both the installation and the ongoing maintenance in addition to terms relating to revocations as well as termination.

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the License Agreement for Cypress Plantings.

SIXTH ORDER OF BUSINESS

Ratification of Non-Ad Valorem Assessment Administration Agreement

Ms. Walden stated this is a standard agreement that the District goes into every year with the Property Appraiser so the District can go on roll for Assessments. She noted the Chair did execute this outside of a meeting, so District staff is looking for ratification of this item.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Non-Ad Valorem Assessment Administration Agreement.

SEVENTH ORDER OF BUSINESS

Ratification of Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank

Ms. Walden stated this is the District's auditor and District staff did review this engagement letter before it was executed. There were some changes made and the Chair did sign this outside of a meeting so the District could keep things moving. She noted that the fee is \$3,765.00, which does fall within the \$4,000.00 budget for this line item.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank in the amount of \$3,765.00.

EIGHTH ORDER OF BUSINESS

Ratification of Egis Insurance Package for FY 2024

Ms. Walden stated the coverage came in under budget at \$8,684.00 for this Fiscal Year. The budget for this line item was originally \$9,665.00. District staff had the Chair execute this outside of a meeting to keep things moving and so the District didn't lose coverage.

On motion by Mr. Scholl, seconded by Ms. Leed, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Egis Insurance Package for FY 2024.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in August 2023 in an amount totaling \$40,182.91

Ms. Walden noted that these Operation and Maintenance Expenditures have been approved and need to be ratified by the Board.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in August 2023 in an amount totaling \$40,182.91.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in September 2023 in an amount totaling \$124,437.90

Ms. Walden noted that these Operation and Maintenance Expenditures have been approved and need to be ratified by the Board.

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in September 2023 in an amount totaling \$124,437.90.

ELEVENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in October 2023 in an amount totaling \$33,063.19

Ms. Walden noted that these Operation and Maintenance Expenditures have been approved and need to be ratified by the Board.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in October 2023 in an amount totaling \$33,063.19.

TWELFTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in November 2023 in an amount totaling \$43,115.71

Ms. Walden noted that these Operation and Maintenance Expenditures have been approved and need to be ratified by the Board.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in November 2023 in an amount totaling \$43,115.71.

THIRTEENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated the District received proposals from Brightview (Minutes Exhibit A). Mr. Batten went over the proposals for the Pine, Magnolia, and Oak trees which amounted to just under \$6,200.00. There was a brief discussion.

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorizations from BrightView for the Pine, Magnolia, and Oak trees at a not-to-exceed amount of \$6,200.00.

FOURTEENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Ms. Walden stated the financials are listed through November, and the District has expenses of just under \$56,000.00 versus a little over \$1,000,000.00 budget. This equates to about 6% of the budget being spent so far.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

<u>District Counsel</u> –	Ms. Mackie informed the Board that they will be receiving email correspondence from her firm as it relates to the required Ethics training. She added that this is a self-reporting requirement on the Form 1.
<u>District Manager</u> –	Ms. Walden stated the next Board Meeting is Tuesday, January 16, 2023, which is the third Tuesday of the month.
<u>District Engineer</u> –	Mr. Newton introduced Greg Platt to the Board.
<u>Construction Supervisor</u> –	No report.
<u>Landscape Supervisor</u> –	No report.
<u>Irrigation Supervisor</u> –	No report.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Da Silva, seconded by Mr. Scholl, with all in favor, the December 12, 2023, Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.


Secretary/Assistant Secretary


Chair/Vice Chair

Minutes Exhibit A



BrightView Tree Care Services
Branch Office #49360
4777 Old Winter Garden Road
Orlando, Florida 32789
Johnathan Giaquinta
ISA Certified Arborist-FL-9956A
Certified Pest Control Operator-JF293335
johnathan.giaquinta@brightview.com
tel:4077974388

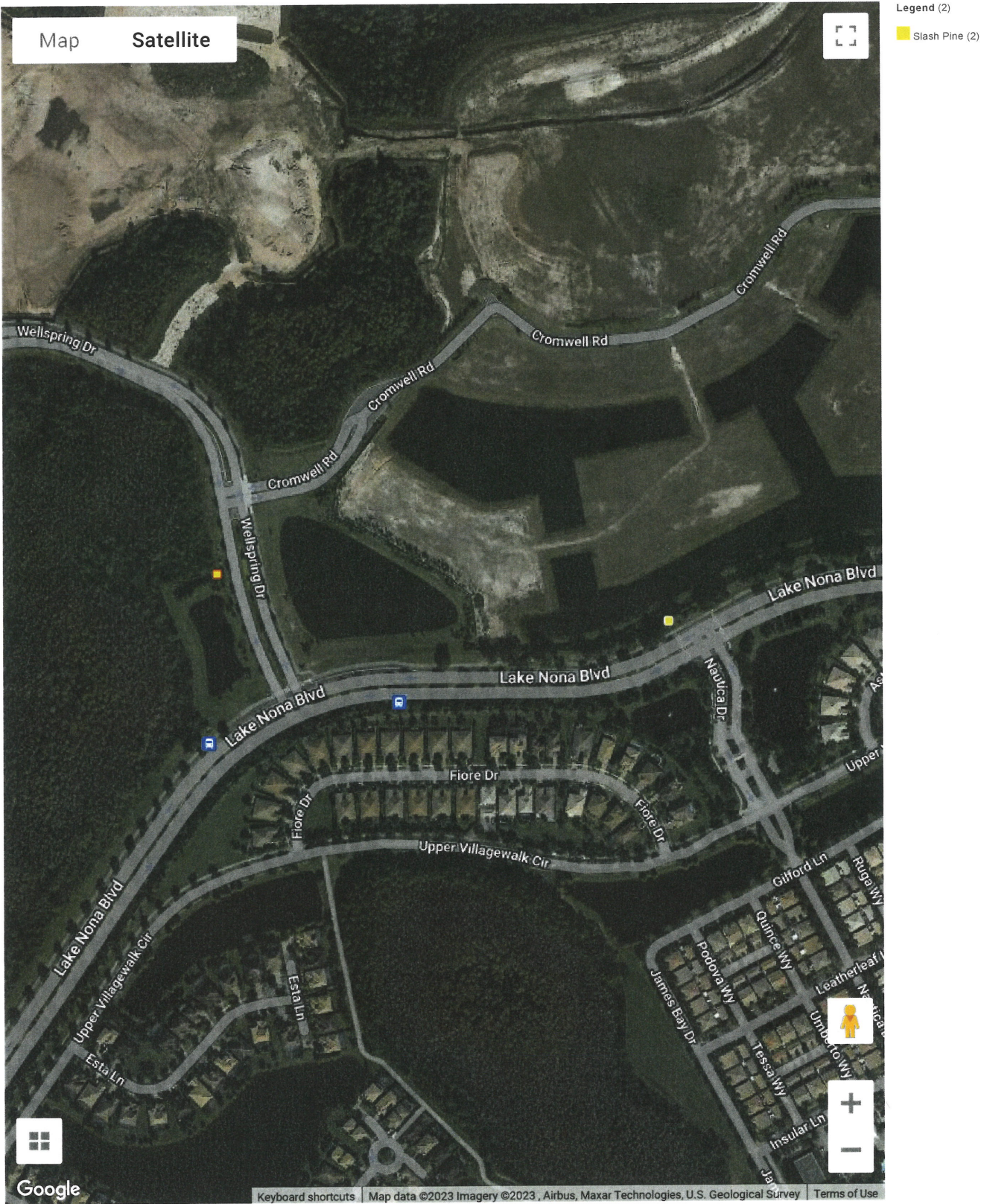
Tree Care Service Address/Location
Myrtle Creek Improvement
ID#: 345200313
7052â€"7076 Tavistock Lakes Blvd
Orlando, 32827

Tree Care Service Billing Address
BVLS South Orlando - Donald Kriston
4777 Old Winter Garden Rd.
Orlando, Florida 32811
Donald Kriston
Donald.Kriston@brightview.com
tel:(407) 600-4287

Proposed Tree Care Services

Species	DBH	Qty	Objective	Price
■ Slash Pine <i>Pinus elliottii</i>	7"-12"	1	Once stump grind is completed, add 5 bags of bahia sod / Removal and Stump Grind to Ground Level	\$850
■ Slash Pine <i>Pinus elliottii</i>	7"-12"	1	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris	\$600
Total				\$1,450

Myrtle Creek Improvement



Myrtle Creek Improvement
Pine Tree Removals



October 10, 2023

Pinus elliottii ID# 1059
Slash Pine
DBH: 7"-12"
Health: 0% - Dead



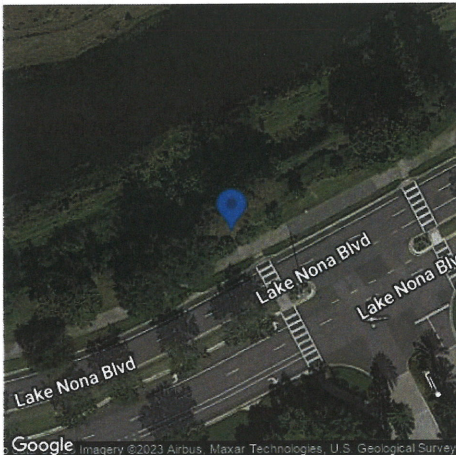
October 10, 2023

Pinus elliottii ID# 1059
Slash Pine
DBH: 7"-12"
Health: 0% - Dead



October 10, 2023

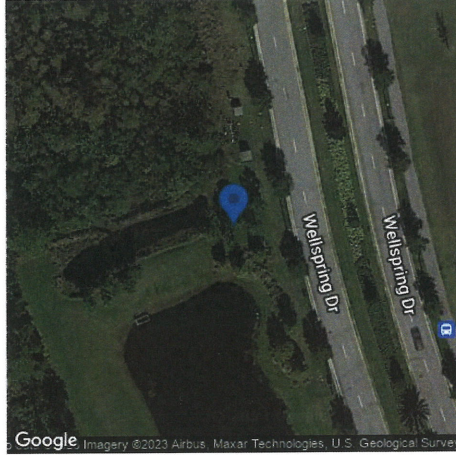
Pinus elliottii ID# 1060
Slash Pine
DBH: 7"-12"
Health: 0% - Dead



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris



Once stump grind is completed, add 5 bags of
top soil and 10 pieces of bahia sod / Removal
and Stump Grind to Ground Level

BrightView Tree Care Services

Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near 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 or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.
12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services 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. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 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

October 10, 2023

Printed Name

Date

BrightView Tree Care Services

Johnathan Giaquinta

October 10, 2023

Signature

Date

Johnathan Giaquinta

October 10, 2023

Printed Name

Date

ISA Certified Arborist-FL-9956A
Certified Pest Control Operator-JF293335

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To	Myrtle Creek Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Replacement of oak tree on Lake Nona Blvd near Lake house.		
Project Description	Replacement of 6"DBH oak tree on Lake Nona Blvd near Lake house. Tree hit by car. Sod repair incl		

Scope of Work

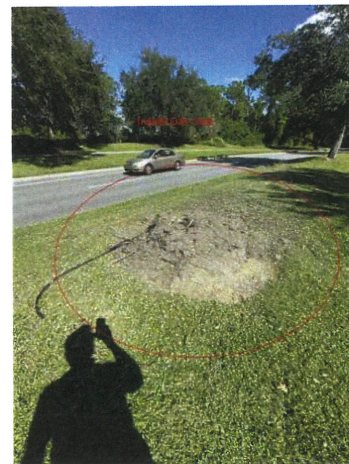
QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Live Oak 300 gallon 5.5 - 6.6" Caliper Installed	\$2,099.99	\$2,099.99
1.00	HOUR	Irrigation Technician	\$45.00	\$45.00
400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$0.68	\$272.00

Images

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IMG_0459

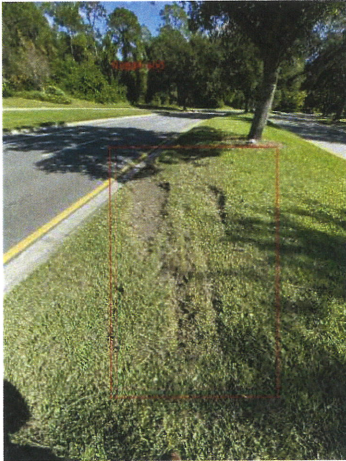


THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

Proposal for Extra Work at Myrtle Creek Improvement Distr

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IMG_0461



IMG_0462



IMG_0463

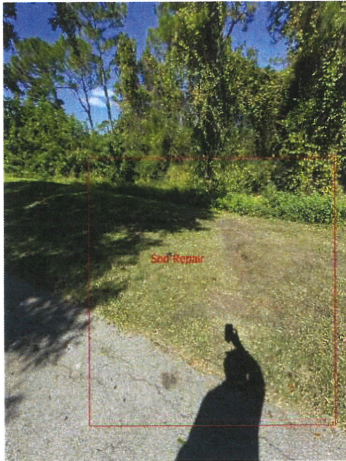


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Proposal for Extra Work at Myrtle Creek Improvement Distr

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SO# 8270640
JOB# 345200313
Service Line 130

Total Price \$2,416.99

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

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 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 Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature	Title	branch Manager
Doyle Batten	Date	November 01, 2023
Printed Name		

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature	Title	
Charles Michael Barker	Date	November 01, 2023
Printed Name		

Job #: 345200313

SO #: 8270640

Proposed Price: \$2,416.99

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To	Myrtle Creek Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817

Project Name Lake Nona Blvd. Magnolia replacement
Project Description Replace one 17' DD Blanchard Magnolia

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Replace one magnolia	\$2,025.00	\$2,025.00
4.00	HOUR	Enhancement Labor	\$75.60	\$302.40

Images

IMG_0166



IMG_0167

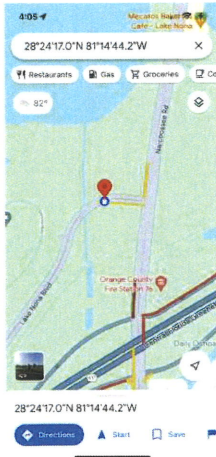


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Proposal for Extra Work at Myrtle Creek Improvement Distr

IMG_0177



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SO# 8255667
JOB# 345200313
Service Line 130

Total Price \$2,327.40

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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 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 Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature	Title
Doyle Batten	branch Manager
Printed Name	Date
	October 16, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature	Title
Charles Michael Barker	October 16, 2023
Printed Name	Date

Job #: 345200313
SO #: 8255667 Proposed Price: \$2,327.40