



Rizzetta & Company

# **River Glen Community Development District**

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**Board of Supervisors' Meeting  
January 19, 2023**

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

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

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

River Glen Amenity Center, 65084 River Glen Parkway, Yulee, Florida 32097

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

<b>Board of Supervisors</b>	Charles Moore	Chairman
	Steven Bryant	Vice Chairman
	Steve Nix	Assistant Secretary
	Robert Porter	Assistant Secretary
	Kimberly Gershowitz	Assistant Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock, LLP
<b>District Engineer</b>	Dan McCranie	McCranie & Associates

**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.

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
River Glen Community  
Development District

January 12, 2023

## AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **January 19, 2023 at 2:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. Following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration Appointment to Seat #5
  - B. Oath of Office .....Tab 1
  - C. Consideration of Resolution 2023-03; Redesignating Officers.....Tab 2
  - D. Consideration of the Minutes of the Board of Supervisors'  
Regular Meeting held November 17, 2022 .....Tab 3
  - E. Ratification of Operation and Maintenance Expenditures  
for August, and September 2022 .....Tab 4
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape Inspection Report .....Tab 5
  - D. Landscape and Irrigation Report
  - E. Amenity Manager Report.....Tab 6
    1. Discussion of Court Surfaces Proposal to  
Remove Angle California Corners
    2. Consideration of Proposals for Basketball Backboards
  - F. District Manager
    1. Solitude Report.....Tab 7
5. **BUSINESS ITEMS**
  - A. Consideration of Brightview Proposals for Phase 3 and  
Phase 5B Landscape Maintenance.....Tab 8
  - B. Consideration of Brightview Proposal for Replacement Turf.....Tab 9
  - C. Consideration of Tri Party Agreement.....Tab 10
  - D. Consideration of SJRWMD Phase 2, Unit 5B Permit  
Transfer Request.....Tab 11
  - E. Consideration of Solitude Renewal Proposal for  
Pond Maintenance.....Tab 12
  - F. Public Hearing on Amending Suspension and Termination  
Policies & Increased Amenity Rental Rates
    1. Consideration of Resolution 2023-04; Amending  
Suspension and Termination Polices.....Tab 13
    2. Consideration of Resolution 2023-05; Increased  
Amenity Rental Rates.....Tab 14

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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- G. Consideration of Resolution 2023-06; Setting Public Hearing  
on Overnight Parking and Towing.....Tab 15
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**

**RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISOR  
OATH OF OFFICE**

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

\_\_\_\_\_  
SIGNATURE

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the River Glen Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

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

My commission expires on:

## **Tab 2**

**RESOLUTION 2023-03**

**A RESOLUTION OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of Supervisors of the River Glen Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Secretary	_____
Treasurer	_____
Assistant Treasurer	_____

**PASSED AND ADOPTED** this 19th day of January 2023.

**ATTEST:**

**RIVER GLEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## **Tab 3**

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## 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.*

### RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

The **special** meeting of the Board of Supervisors of River Glen Community Development District was held on **Thursday, November 17, 2022 at 2:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. The following is the agenda for the meeting.

Present and constituting a quorum:

Charles Moore	<b>Board Supervisor, Chairman</b>
Kimberly Gershowitz	<b>Board Supervisor, Assistant Secretary</b>
Steven Nix	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLP</b>
Dan McCranie	<b>District Engineer, McCranie &amp; Associates, Inc</b>
Tony Shiver	<b>President, First Coast CMS</b>
Jesse Knaust	<b>Account Manager, Brightview Landscape</b>
Richard Craig	<b>Branch Manager, Brightview Landscape</b>

Audience members present

#### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Gallagher called the meeting to order at 2:26 p.m. and read the roll call.

#### SECOND ORDER OF BUSINESS

#### Audience Comments on Agenda Items

No comments.

**THIRD ORDER OF BUSINESS****Consideration of the Board of  
Supervisors' Meeting Minutes held on  
September 15, 2022**

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting September 15, 2022, for River Glen Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of Operation and  
Maintenance Expenditures for August  
and September 2022**

This item was tabled.

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

Ms. Buchanan did not have a report but was available to answer questions.

**B. District Engineer****1. Update on Storm Pipe Repairs**

Mr. McCranie updated the Board that he has a proposal for the storm drain repairs. The proposal came in at \$63,500.00 for all work from DL Holland. He also noted that they will be dewatering the lakes rather than unplugging them. The water level will be lowered by the pipes of the outfall structures. The Board approved the DL Holland proposal for \$63,500.00 and, if there is a change order increasing this amount, up to a not to exceed amount of \$79,000.00 and authorizing the Chairman to approve the change order.

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the DL Holland proposal at \$63,500.00 with a not to exceed amount of \$79,000.00 if there are change orders and authorized the Chairman to approve, for River Glen Community Development District.

Mr. McCranie then reviewed that the path between Timber Creek and River Glen is required for pedestrian interconnectivity. Discussion ensued regarding adding fencing that would prohibit ATV's or golf carts but allow pedestrians through. Mr. McCranie reminded the Board that there must be 4 feet from the inside of one bollard to the inside of the next to allow for ADA access. Direction was given to the District Manager to reach back out to DR Horton to see if they would be willing to assist with this project since the center bollard may not be placed back in the middle of the sidewalk path. Mr. McCranie also updated the Board that he has reviewed an area near 75239 Bridgewater for drainage concerns and felt that as the remaining lots were sodded this may improve and that there was no action to be taken at this



time other than to continue monitoring.

C. Landscape Inspection Reports

There were no questions.

D. Landscape and Irrigation Report

Mr. Knaust and Mr. Craig were present to answer any questions from the Board.

They indicated that the next treatment would be in January. Mr. Knaust also noted that they have been dragging the ballfield and will provide a proposal for plant replacements along the fence on Edwards Rd near the second entry.

*Board moved to agenda items 5A, 5B, & 5C*

## SIXTH ORDER OF BUSINESS

### Consideration of Proposal(s) for Landscape Maintenance in Area Two

The Board reviewed the proposals from Brightview and Greenpoint for phase II landscape maintenance. Discussion ensued regarding both pricing and the convenience of having one vendor in the community.

On a motion by Ms. Gershowitz, seconded by Mr. Nix, with all in favor, the Board approved the Brightview proposal if they are able to match the Greenpoint pricing for phase II, for River Glen Community Development District.

## SEVENTH ORDER OF BUSINESS

### Consideration of Landscape Enhancement Proposals

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the proposal for the bed area clean out and installation of St. Augustine in the amount of \$831.04, for River Glen Community Development District.

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the proposal for the removal of juniper and installation of turf on 4 corners in the amount of \$5,085.35, for River Glen Community Development District.

## EIGHTH ORDER OF BUSINESS

### Consideration of Proposals for Playground Mulch

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the Brightview proposal for 50 yards of playground mulch in the amount of \$3,214.29, for River Glen Community Development District.

*The Board moved back to agenda item 4E – Amenity Manager Report*

**NINTH ORDER OF BUSINESS****Amenity Manger Report**

Mr. Shiver updated the Board that Court Surfaces was concerned about proceeding with the patching due to the dropping temperatures and have indicated that the basketball area will need to wait until April. The tennis and pickleball areas are okay now, only the basketball will be delayed.

The Board then discussed the rental room rate. A public hearing was set for January 19<sup>th</sup> at 2pm at the amenity center to consider adjusting the room rental rate to \$150.00 as well as amending the suspension and termination policies.

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board set the public hearing for January 19, 2023 at 2:00pm at the amenity center to adjust the rental room rate and amend the suspension and termination policies, for River Glen Community Development District.

Mr. Shiver also noted that he would be conducting an audit of the lighting along Edwards Road and obtaining proposals to convert the lighting at the amenity center parking lot to LED.

**TENTH ORDER OF BUSINESS****District Manager**

Ms. Gallagher reviewed her report for the Board and also updated them that her office has received some property tax bills for CDD property and had contacted the Nassau County Tax Collector and Property Appraiser since the CDD is exempt. The Property Appraiser confirmed that these were assessed in error and was notifying the Tax Collector.

**ELEVENTH ORDER OF BUSINESS****Consideration of Proposal for Sidewalk Repairs**

Mr. Shiver updated the Board that when the written proposal came in for the sidewalk repairs, it exceeded the approved amount.

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the revised amount not to exceed \$9,189.00, for River Glen Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Resolution 2023-01; Declaring Seats Vacant**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board adopted Resolution 2023-01; Declaring Seats 3 and 5 vacant and appointing Kimberly

Gershowitz to Seat 3, for River Glen Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Resolution 2023-02;  
Amending Records Retention Policy**

Ms. Buchanan reviewed Resolution 2023-02 and that the amended records retention policy streamlines records and eliminates transitory communication for being retained and also authorizes District Management to convert paper records to electronic.

On a motion by Ms. Gershowitz, seconded by Mr. Nix, with all in favor, the Board adopted Resolution 2023-02; Amending Records Retention Policy, for River Glen Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Consideration of FPL Agreement for  
Phase 3**

Ms. Gallagher updated the Board that she had received an updated agreement reflecting a change in the material type of the poles to fiberglass. (Exhibit A)

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the FPL Agreement for Phase 3, for River Glen Community Development District.

**FIFTEENTH ORDER OF BUSINESS****Update on Fitness Pro Fees**

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the Fitness Pro increase in fees from \$200.00 to \$215.00 for quarterly preventative maintenance, for River Glen Community Development District.

**SIXTEENTH ORDER OF BUSINESS****Audience and Supervisor comments**

There were no audience comments.

There were no supervisor comments.

**SEVENTEENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Nix, seconded by Ms. Gershowitz, with all in favor, the Board adjourned the meeting at 3:38 p.m. for River Glen Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **Tab 4**

# River Glen Community Development District

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District Office · St. Augustine, Florida, 32084

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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

## **Operations and Maintenance Expenditures August 2022 For Board Approval**

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

The total items being presented:     **\$18,101.51**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## River Glen Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles G. Moore	100002	CM081822	Board of Supervisors Meeting 08/18/22	\$ 200.00
COMCAST	20220822-01	8495744010038260	Clubhouse/TV/Phone/Internet 08/22	\$ 271.00
Egis Insurance Advisors, LLC	100003	16304	General/POL/Property Insurance FY 21/22 - Update Shade Structure	\$ 18.00
First Coast Contract Maintenance	100004	6869	Monthly Services 08/22	\$ 3,992.19
Florida Department of Revenue	100001	Sales & Use Tax 07/22	Sales & Use Tax 07/22	\$ 7.50
Florida Power & Light Company	20220817-01	Electric Summary 07/22	Electric Summary 07/22	\$ 3,913.91
JEA	20220823-01	4780546006 7/22	65084 River Glen Parkway 07/22	\$ 1,000.69
Kutak Rock, LLP	100005	3082865	Legal Services 06/22	\$ 1,652.50
Republic Services	20220808-01	0687-001243017	Waste Disposal Services 08/22	\$ 103.88
Rizzetta & Company, Inc.	100000	INV0000070196	Administrative Services 08/22	\$ 5,784.84
Solitude Lake Management, LLC	100006	PI-A00867189	Lake & Pond Management Services 08/22	\$ 957.00
Steven Brian Nix	100008	SN081822	Board of Supervisors Meeting 08/18/22	\$ <u>200.00</u>
<b>Report Total</b>				<b>\$ <u>18,101.51</u></b>



# River Glen Community Development District

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## **Operations and Maintenance Expenditures September 2022 For Board Approval**

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

The total items being presented:    **\$20,197.04**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## River Glen Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Always Improving, LLC	100010	27956	Fitness Equipment Repairs 07/22	\$ 110.00
Always Improving, LLC	100010	28188	Quarterly Preventative Maintenance 08/22	\$ 200.00
COMCAST	20220930-1	8495744010038260	Clubhouse/TV/Phone/Internet 09/22	\$ 271.00
Florida Power & Light Company	20220930-3	FPL Summary 08/22 - 765	Electric Summary 08/22	\$ 3,974.55
JEA	20220930-2	4780546006 4/11	65084 River Glen Parkway 08/22	\$ 1,353.39
Krystal Companies, LLC	100013	7039766	Pressure Wash Sidewalks & Curbs 08/22	\$ 7,358.85
Kutak Rock, LLP	100011	3097037	Legal Services 07/22	\$ 842.50
Republic Services	20220930-4	0687-001250648	Waste Disposal Services 09/22	\$ 101.91
Rizzetta & Company, Inc.	100009	INV0000070852	District Management Services 09/22	\$ 5,784.84
Steven Lee Bryant, Jr.	100012	SB081822	Board of Supervisors Meeting 08/18/22	\$ 200.00

**Report Total**

**\$ 20,197.04**

## **Tab 5**

# RIVER GLEN

## LANDSCAPE INSPECTION REPORT



December 29, 2022  
Rizzetta & Company  
Jason Liggett – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



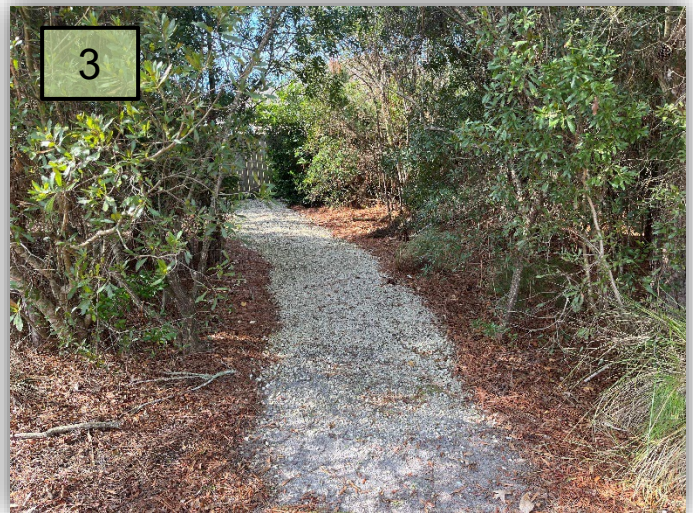
# Main Entrance

## General Updates, Recent & Upcoming Maintenance Events

- ❖ Continue to work on saving turf areas that we can.

The following are action items for Brightview Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation, **Orange** is for Staff issues, **bold, black, underlined** indicates questions or updates for the BOS.

1. **During my inspection it was noticeable with the recent frost there is a lot of damage to turf and plant material. This will most likely repair itself with the spring weather.**
2. **Remove the dead plants from the back of the splash pad area at the amenity center.(pic 2)**



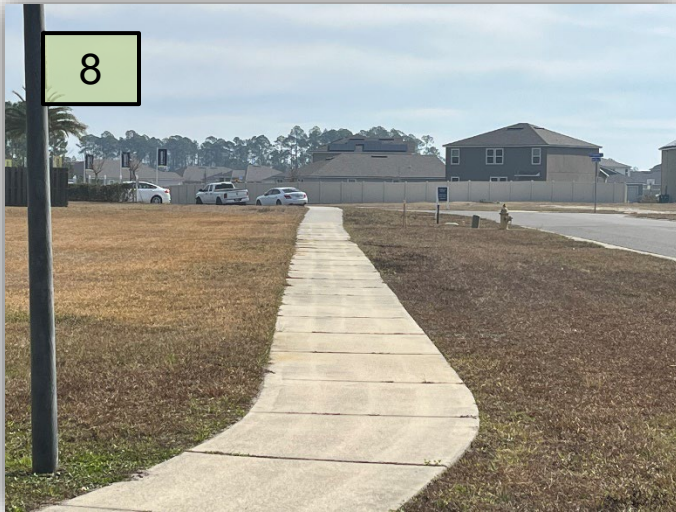
3. During my inspection I noticed a new walking path was installed from a resident's home to the kid's playground through the conservation area. See attached photos Debris was left on the site with the expectations that the cdd would remove it. .(Pic 3,3a)
4. During the next few months push back the overgrowth from the mowing areas along the conservation area adjacent to the baseball field and Basketball courts.
5. Remove the magnolia leaf drop from under the magnolia trees in the pool area.
6. Treat the ant mounds in the thumbnail on the outbound side as you leave the amenity center. Once eradicated rake down.



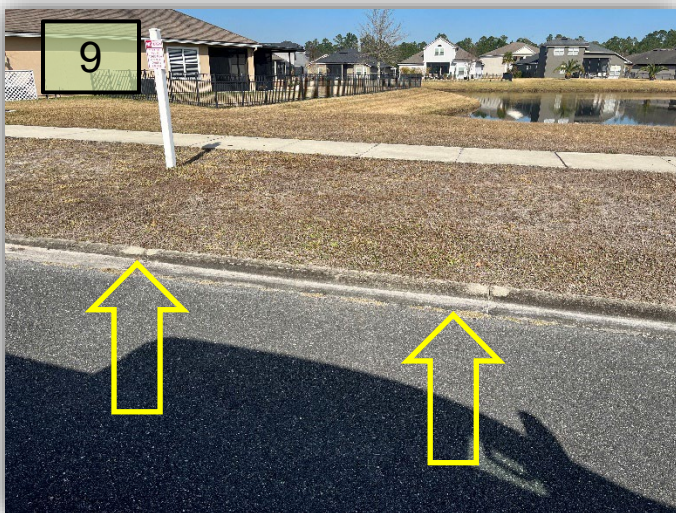


# Main Entrance To Fern Creek & Edwards Road ROW

7. Treat the ant mounds throughout River Glen Parkway once eradicated rake down the mounds.
8. Spray out the crack weeds in the sidewalk on the outbound side of River Glen parkway before phase 2 these will need to be string trimmed also.(pic 8)



9. Remove the gutter weeds in the common areas on Fern Creek Drive.(pic 9)

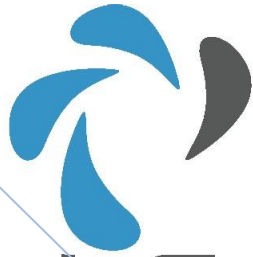


10. Trim up the lift station plant material on Lagoon Forrest Drive before phase 2. This area also didn't receive mulch this needs to be completed.(Pic 10)



## **Tab 6**





**First Coast**  
CMS

## **River Glen Community Development District**

Field Report Jan 2023

**First Coast CMS LLC**  
**01/11/2023**

## ***Swimming Pools***

At this time, there are no mechanical or maintenance issues with the pools.

Pools are getting very little usage.

## ***Facility Maintenance***

Additional tables for the picnic pavilion were ordered and assembled

We are getting a major influx of access card request

LED light bulbs for parking lot fixtures have been ordered and will be test for compatibility once they arrived.

The pickleball courts have been completed. A new tennis net has been ordered. We anticipate the basketball court to be completed in April

We have requested a quote from Court Surfaces Inc to replace the basketball backboards and goals prior to resurfacing.

The facility was prepped prior to freeze and no damage was reported



December 5, 2022

Attn: Tony Shiver  
River Glenn CDD  
65084 River Glenn Parkway  
Yulee, FL. 32097

Following are the specifications and price to remove California corners on pickleball converted court and replace fence and add extended court base with painted surface to match existing new painted courts at River Glenn, Yulee, FL. This quote includes general application of colored acrylic surfacing on the court. **These square corners are needed to provide adequate play area for four pickleball courts on converted tennis court.**

***Scope of Work***

***Remove Angle California corners (2) and replace with court addition and fence at 90 degrees on two corners.  
Total 10' x 10' for both corners.***

1. **Mobilization to site**
2. **Prep** – clean surface
3. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
4. **Patching** - Apply outdoor court grade patching materials to added base areas to bring each area flush with connected asphalt.
5. **Concrete added** will be coated for paint adhesion to match existing color.
6. **Patching** - Using outdoor court grade patch compounds:
  - a) The edges of both added court sections will be scraped and prepped to the existing finished surface.
  - b) Light sanding on edges to smooth down.
7. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the surface of the court added with a broad squeegee according to manufacturer's recommended coverage rates.
8. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the area of the court added with a broad squeegee according to manufacturer's recommended coverage rates.
9. **Finished colors** – One border color will be painted to match.
10. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.



***Pricing***

***Remove Angle California corners (2) and replace with court addition and fence at 90 degrees on two corners.***

***Total 10' x 10' for both corners.***

The total price for the above outlined work is **\$13,800.00**, payable in two draws:

First Draw: Due upon acceptance \$ 6,900.00

Final Draw: Due upon completion of job \$ 6,900.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

For:

Bryan McMandon  
Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*



### **Terms and Conditions**

**Scope of Work.** The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.

**Damages/Delays.** Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.

**Permitting.** Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.

**Warranty.** All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

**Exception to warranty.** Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.

**Payment.** Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:

30 days after Completion date OF 2.5% applied to bill balance

60 days after Completion date OF 5% applied to bill balance

90 Days after Completion date OF 7% applied to bill balance

120 days after Completion date OF 10% applied to bill balance

At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

**Failure to pay on time will result in the forfeiture of Warranty.**



**Work Site.** *Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.*

**Irrigation.** *Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.*

**Weather.** *Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.*

**Landscaping.** *All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.*

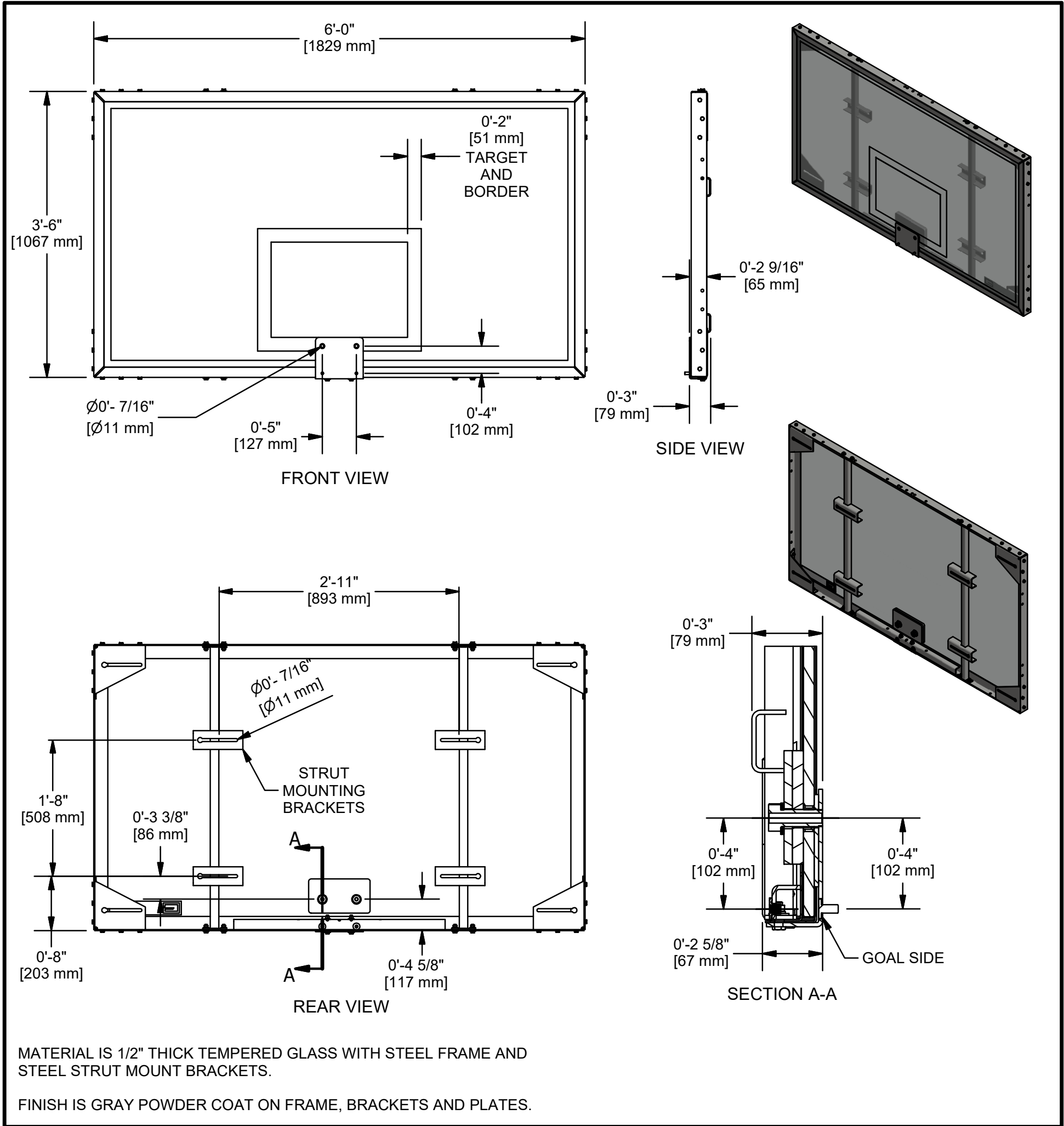
**Cancellation.** *Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.*

**Entrance/Exit.** *Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.*

**Change Orders.** *All Change Orders will be discussed by all parties and signed upon before changes can be made.*

**Digging and Setting Sleeves.** *Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.*

**Remobilization.** *Our remobilization fee is \$1,500.00.*



			<div><div><div><div><div><div></div><div><b>PSS</b></div><div>PERFORMANCE</div><div>SPORTS SYSTEMS</div></div></div><div><div><div><div></div><div></div><div></div></div></div><div><b>GARED</b></div></div></div><div>Gared Holdings, LLC 9200 E. 146th St. Noblesville, IN 46060</div></div></div>	<div>THIS DOCUMENT CONTAINS TRADE SECRET AND OTHER MATERIALS WHICH ARE PROTECTED BY CONFIDENTIALITY NOTICE AND AGREEMENT AND BY COPYRIGHT. ANY USE OR COPYING OF THIS DOCUMENT EXCEPT AS AUTHORIZED BY GARED HOLDINGS, LLC IS STRICTLY PROHIBITED.</div> <div>42" X 72" STEEL FRAME GLASS BACKBOARD</div> <table><tr><td>DRAWN</td><td>CROSBY</td><td>DATE</td><td>7/29/2019</td><td rowspan="2">DATE ISSUED</td></tr><tr><td>APPROVED</td><td></td><td>DATE</td><td></td></tr></table> <div>FILE LOC. Q:\Inventor Files\Specification Files\07_Backboards</div> <table><tr><td>SIZE</td><td>SCALE</td><td>SHT. NO.</td><td>PART NO.</td><td>REV</td></tr><tr><td>A</td><td>NONE</td><td>1 OF 2</td><td>ARG</td><td>E</td></tr></table>	DRAWN	CROSBY	DATE	7/29/2019	DATE ISSUED	APPROVED		DATE		SIZE	SCALE	SHT. NO.	PART NO.	REV	A	NONE	1 OF 2	ARG	E
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SIZE	SCALE	SHT. NO.	PART NO.	REV																			
A	NONE	1 OF 2	ARG	E																			
E	MJP	07/02/21																					
D	WDC	07-29-19																					
REV	BY	DATE																					





## **MODEL ARG**

### **STEEL FRAME 72" X 42" RECTANGULAR GLASS BACKBOARD WITH STRUT MOUNT**

The ARG backboard shall be fabricated with steel frame constructed of formed steel angles, former and fastened together and connected with heavy gauge steel mounting plates to reinforce corners. The lower horizontal frame section shall have a tubular steel support brace for added strength. Manufacturer of backboard shall have over ten years of experience producing such item. Backboard shall meet NCAA and high school requirements.

Strut mounting brackets shall be positioned at 20" vertical and 35" horizontal centers for mounting backboard with standard fan-shaped mounting dimensions.

Entire frame and components shall be powder coated with a durable neutral gray finish. Acrylic cushioning pad shall be used between steel mounting plate and glass to protect board against possible breakage.

Glass shall be ½" in thickness and fully tempered with white target lines permanently fused onto the surface. 12mm glass will not be considered equal to ½" glass, with a nominal thickness range of .485" to .515", and will not be used as a substitute for full ½" glass. Vinyl shock absorbing material insulates the glass from the frame. Goal mounting holes shall be on standard 5" horizontal and 4" vertical centers.

#### **ACCESSORIES**

#### **GOALS**

See Goal-Board Matrix specification sheet for goal compatibility.

Subject to design change and current manufacturing practices.

Pro Sports Equip  
39899 Balentine Drive  
Suite 200  
Newark, CA 94560  
USA



We Equip The Everyday Athlete

Toll Free: 1-866-400-0424  
Phone: 510-461-9964  
Website: ProSportsEquip.com  
Email: Mario@ProSportsEquip.com

Page Date 12/22/2022

## QUOTE

Invoice:

Sold To: Tony@firstcoastcms.com

Invoice:

Ship To: Tony@firstcoastcms.com

PO Number:	Terms: Check	Entry Person: Mario
Sales Rep: House Account	Ordered:	Ship Via:
Packing Slip:	Sales Order:	Ship Date:

Order Line:	Part Number / Description	Quantity	Unit Price	Ext Price
1	Gared 42" x 72" Recreational Conversion Glass Basketball Backboard ARG	2 EA	\$1,326.00	\$2,652.00

Payment Schedule		
Due Date		Amount
1	Total	\$2,431.00

Line(s) Subtotal:	\$2,652.00
Discount:	-\$221.00
Shipping Charge:	\$0.00
Total Tax:	\$0.00

Total	\$2,431.00
-------	------------

Tracking Information:

To place an order with Pro Sports Equip, kindly:

1. Email mario@prosportsequip.com a signed Purchase Order.
2. Call 866-400-0424 with a credit card. We accept Visa, MC, Amex & Discover.
3. Mail a check to Pro Sports Equip 39899 Balentine Dr. Suite 200 Newark CA 94560
4. ALL ORDERS ABOVE \$25,000 REQUIRE A 50% DEPOSIT.

## **Tab 7**

## Service Report



### Work Order

Work Order Number  
00071324

Created Date  
12/15/2022

### Account

River Glen CDD

### Contact

Lesley Gallagher

### Address

River Glen Parkway And Edwards Road  
Yulee, FL 32097

## Work Details

Specialist  
Comments to  
Customer

Assigned  
Resource

JEREMY JOHNSTON

## Work Order Assets

Asset	Status	Product Work Type	Specialist Comments to Customer
River Glen Cdd-Lake-ALL	Treated		Treated all ponds for algae in coves also treated ponds 2 and 6 for submerged aquatics. Overall ponds are in good condition at this time

## Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
River Glen Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
River Glen Cdd-Lake-ALL	SHORELINE WEED CONTROL	
River Glen Cdd-Lake-ALL	LAKE WEED CONTROL	
River Glen Cdd-Lake-ALL	ALGAE CONTROL	
River Glen Cdd-Lake-ALL		Treated all ponds for algae in coves also treated ponds 2 and 6 for submerged aquatics. Overall ponds are in good condition at this time

## **Tab 8**

**AMENDMENT #2 TO LANDSCAPE MAINTENANCE AGREEMENT BETWEEN  
RIVER GLEN CDD AND BRIGHTVIEW LANDSCAPE SERVICES INC.**

This Amendment (“Amendment”) is entered into as of October 1, 2022 between River Glen CDD (“Client”) and BrightView Landscape Services Inc. (“Contractor”).

WHEREAS, River Glen CDD and BrightView Landscape Services Inc. entered into a Landscape Maintenance Agreement dated 9/1/2022.

WHEREAS, River Glen CDD and BrightView Landscape Services Inc. desire to amend the Agreement pursuant to the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, River Glen CDD and BrightView Landscape Services Inc. desire to amend the Agreement as follows to include:

**Landscape Management – Phase 3 / Phase 5b Maintenance**

Base Management Monthly Price	\$ 2,250.00
Base Management Yearly Fee	\$27,000.00

Base Management pricing includes:

- 42 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning
- All pond banks are mowed in their entirety

Note: Phase 3 – 16,200.00 YR

Phase 5B – 10,800.00 YR



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

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



## **Tab 9**

## Proposal for Extra Work at River Glen CDD

Property Name River Glen CDD  
Property Address 65137 River Glen Pkwy  
Yulee, FL 32097

Contact Lesley Gallagher  
To River Glen CDD  
Billing Address 3434 Colwell Ave Ste 200  
Tampa, FL 33614

Project Name River Glen CDD

Project Description Replace the turf on both side of the main entrance with St Augustine to give it a uniform look

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
4,000.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.46	\$5,840.80
1.00	LOAD	Dump Fees/Green Waste Material	\$250.00	\$250.00
1.00	SET	Delivery Fee for the sod	\$200.00	\$200.00
1.00	LUMP SUM	Check irrigation before and after the install to make sure everything is getting proper coverage	\$250.87	\$250.87

### Images

IMG\_58351



IMG\_58361



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SO# 8002172  
JOB# 346700393  
Service Line 130

**Total Price** \$6,541.67

### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188

## 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 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

<b>Property Manager</b>	
Signature	Title
<b>Lesley Gallagher</b>	<b>December 19, 2022</b>
Printed Name	Date

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

<b>Account Manager</b>	
Signature	Title
<b>Jesse Knaust</b>	<b>December 19, 2022</b>
Printed Name	Date

<b>Job #:</b>	<b>346700393</b>		
<b>SO #:</b>	<b>8002172</b>	<b>Proposed Price:</b>	<b>\$6,541.67</b>

## Proposal for Extra Work at River Glen CDD

Property Name	River Glen CDD	Contact	Lesley Gallagher
Property Address	65137 River Glen Pkwy Yulee, FL 32097	To	River Glen CDD
		Billing Address	3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	River Glen CDD		
Project Description	Replace the turf Around the roadway bed that was previously approved for a uniform look		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1,200.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.46	\$1,752.24
1.00	LOAD	Dump Fees/Green Waste Material	\$250.00	\$250.00
1.00	SET	Delivery Fee for the sod	\$200.00	\$200.00
1.00	LUMP SUM	Check irrigation before and after the install to make sure everything is getting proper coverage	\$150.52	\$150.52

### Images

IMG\_58331



Replace all the turf around the bed that has already been approved for replacement to give the area a more clean and uniform look

For internal use only

SO# 8002176  
JOB# 346700393  
Service Line 130

**Total Price** \$2,352.76

### THIS IS NOT AN INVOICE

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1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188



## TERMS & CONDITIONS

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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.
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### Customer

<b>Property Manager</b>	
Signature	Title
<b>Lesley Gallagher</b>	<b>December 19, 2022</b>
Printed Name	Date

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

<b>Account Manager</b>	
Signature	Title
<b>Jesse Knaust</b>	<b>December 19, 2022</b>
Printed Name	Date

<b>Job #:</b>	<b>346700393</b>		
<b>SO #:</b>	<b>8002176</b>	<b>Proposed Price:</b>	<b>\$2,352.76</b>

## Proposal for Extra Work at River Glen CDD

Property Name River Glen CDD  
Property Address 65137 River Glen Pkwy  
Yulee, FL 32097

Contact Lesley Gallagher  
To River Glen CDD  
Billing Address 3434 Colwell Ave Ste 200  
Tampa, FL 33614

Project Name River Glen CDD

Project Description Replace the turf at the front and right side of clubhouse with St Augustine

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
900.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.46	\$1,314.18
1.00	SET	Delivery Fee for the sod	\$200.00	\$200.00
1.00	LUMP SUM	Check irrigation before and after the install to make sure everything is getting proper coverage	\$150.52	\$150.52

### Images

IMG\_58301



IMG\_58311



### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188

## Proposal for Extra Work at River Glen CDD

IMG\_58321



For internal use only

**SO#** 8002197  
**JOB#** 346700393  
**Service Line** 130

**Total Price** \$1,664.70

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188



## 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 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

<b>Property Manager</b>	
Signature	Title
<b>Lesley Gallagher</b>	<b>December 19, 2022</b>
Printed Name	Date

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

<b>Account Manager</b>	
Signature	Title
<b>Jesse Knaust</b>	<b>December 19, 2022</b>
Printed Name	Date

<b>Job #:</b>	<b>346700393</b>		
<b>SO #:</b>	<b>8002197</b>	<b>Proposed Price:</b>	<b>\$1,664.70</b>



## Proposal for Extra Work at River Glen CDD

Property Name River Glen CDD  
Property Address 65137 River Glen Pkwy  
Yulee, FL 32097

Contact Lesley Gallagher  
To River Glen CDD  
Billing Address 3434 Colwell Ave Ste 200  
Tampa, FL 33614

Project Name River Glen CDD

Project Description Install Duranta to fill in the beds in the upper planters at the front entrance

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
37.00	EACH	37 Duranta Gold Mound - 3 gal. Shrub/perennial Installed at the entrance to fill in the upper planters	\$25.68	\$950.23
1.00	SET	Check and retro fit irrigation to ensure proper coverage of the new plant material once installed	\$238.14	\$238.14
10.00	EACH	10 bags of gold mulch to dress up the area once the new plants are installed	\$10.76	\$107.60

### Images

IMG\_09251



IMG\_09261



### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188

## Proposal for Extra Work at River Glen CDD

IMG\_09271



For internal use only

**SO#** 8010345  
**JOB#** 346700393  
**Service Line** 130

**Total Price** \$1,295.97

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188

## 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.

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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

#### Property Manager

Signature	Title
<b>Lesley Gallagher</b>	<b>January 06, 2023</b>
Printed Name	Date

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

#### Account Manager

Signature	Title
<b>Jesse Knaust</b>	<b>January 06, 2023</b>
Printed Name	Date

<b>Job #:</b>	<b>346700393</b>		
<b>SO #:</b>	<b>8010345</b>	<b>Proposed Price:</b>	<b>\$1,295.97</b>

## **Tab 10**

## TRI-PARTY SUCCESSION AGREEMENT

This Tri-Party Succession Agreement is dated as of \_\_\_\_\_, 2022 among River Glen Community Development District (the “District”), U.S. Bank National Association, as Trustee (“USB”), and U.S. Bank Trust Company, National Association (“Trust Company”). Reference is made to that certain Master Trust Indenture, dated as of November 1, 2006, as amended and supplemented, (collectively, the “Master Indenture”) between the District and USB as Trustee (“Trustee”) thereunder relating to the District’s \$2,715,000 Capital Improvement Revenue and Refunding Bonds, Series 2021 (Assessment Area One) and \$12,640,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area Two). Capitalized terms used herein and not defined are used as defined in the Master Indenture. The parties agree as follows:

A. USB has notified the District that USB, has transferred (by contribution) substantially all its corporate trust business to Trust Company (USB’s direct wholly owned subsidiary) and desires to transfer its administration of the Master Indenture from USB to Trust Company such that Trust Company shall be the successor in interest to USB, as Trustee under the Master Indenture. Trust Company hereby represents and certifies to the District that it is a national banking association organized under the laws of the United States of America. Trust Company is qualified to do and does business in one or more states of the United States of America and has an officially reported combined capital, surplus, undivided profits, and reserves aggregating at least \$1,000,000,000. Trust Company is therefore qualified to act as successor Trustee under Section 614 of the Master Indenture and successor Bond Registrar and Paying Agent under Section 620 of the Master Indenture.

B. USB hereby resigns as Trustee, Bond Registrar and Paying Agent under the Master Indenture, and the District hereby accepts such resignation and appoints Trust Company as the successor Trustee, Bond Registrar and Paying Agent under the Master Indenture. Trust Company hereby accepts such appointment as successor Trustee, Bond Registrar and Paying Agent under the Master Indenture, and the parties hereby agree that Trust Company is fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of USB, its predecessor; and USB hereby transfers to Trust Company all such estates, properties, rights, powers and trusts and is contemporaneously herewith delivering all its records relating to the Master Indenture to Trust Company.

C. The District hereby waives the sixty (60) days’ notice requirement contained in Section 611 and Section 617 of the Master Indenture.

D. The District hereby certifies to Trust Company that no Event of Default or event which, with the giving of notice or the passage of time or both, would become an Event of Default, has occurred, and is continuing under the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, effective as of the day and year first above written.

RIVER GLEN COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Name: Le  
Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Successor Trustee

By: \_\_\_\_\_  
Name: Leanne M. Duffy  
Title: Vice President

## **Tab 11**



# Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 96509

Application No(s): 7

Project Name: River Glen Phase 2

Phase or Independent Portion (if applicable): Unit 5A only, including SWMF 5B

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: \_\_\_\_\_  
Signature of Permittee  
D.R. Horton, Inc. - Jacksonville  
Company Name  
(904) 421-4612 / aksharp@drhorton.com  
Phone/email address

Philip A. Fremento - Vice President  
Name and Title  
4220 Race Track Road  
Company Address  
St. Johns, FL 32259  
City, State, Zip

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: \_\_\_\_\_  
Signature of Representative of O&M Entity  
Charles Moore, Chairman for River Glen CDD  
Name and Title  
lgallagher@rizzetta.com  
Email Address  
(904) 436-6270  
Phone

River Glen Community Development District  
Name of Entity for O&M  
3434 Colwell Avenue, Suite 200  
Address  
Tampa, FL 33614  
City, State, Zip  
Date

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☒ Copy of all recorded plats
- ☒ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)
- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)





## **Tab 12**

## **SERVICES CONTRACT**

CUSTOMER NAME: River Glen CDD

SUBMITTED TO: River Glen CDD - Attn: Lesley Gallagher

CONTRACT EFFECTIVE DATE: February 1, 2023, through January 31, 2024

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SERVICES: Annual Maintenance Services Renewal Agreement for Ponds 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Spillover Area Marked as #4 and Spillover Area Marked as #5.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The Annual Contract Price is **\$17,568.00**. SOLitude shall invoice Customer **\$1,464.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. **INSURANCE AND LIMITATION OF LIABILITY.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
11. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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12. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. **NONPERFORMANCE.** In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

**River Glen CDD**

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

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

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

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

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

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

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

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

***Please Remit All Payments to:***

***1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Customer's Address for Notice Purposes:***

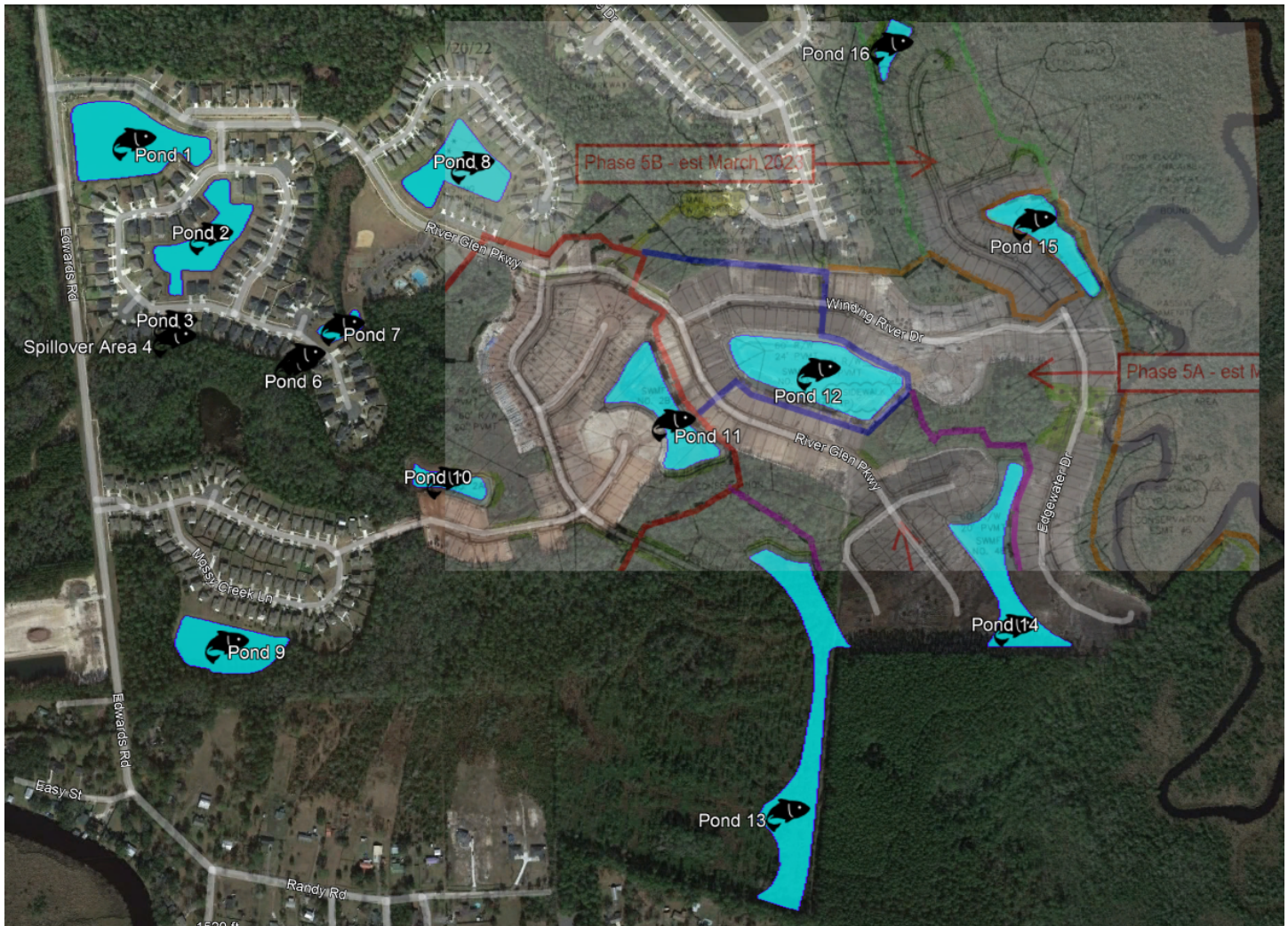
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Please Mail All Contracts to:***

***2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453***

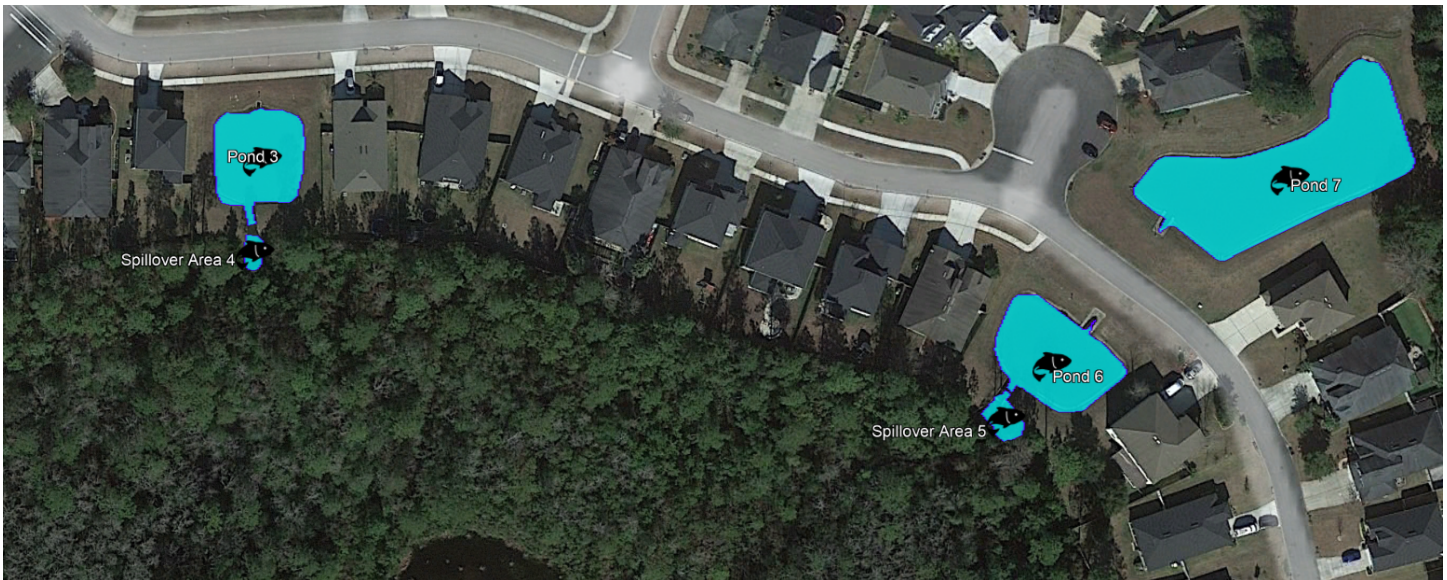
**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





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### **SCHEDULE A - ANNUAL LAKE MANAGEMENT SERVICES**

#### **Aquatic Weed Control:**

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### **Shoreline Weed Control:**

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### **Lake Algae Control:**

1. Lake(s) will be inspected on a **two (2) times per month** basis.

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2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting:

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - c. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality

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enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

## **Tab 13**

## **RESOLUTION 2023-04**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED SUSPENSION AND TERMINATION RULES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the River Glen Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains certain recreational amenity facilities (collectively, “Recreational Facilities”); and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) desires to adopt revised rules relating to the suspension and/or termination of patrons’ rights to utilize the Recreational Facilities; and

**WHEREAS**, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the revised *Suspension and Termination of Access Rule* (“Suspension and Termination Rules”), which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption, including the holding of a public hearing thereon.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Suspension and Termination Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of January 2023.

ATTEST:

**RIVER GLEN COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**     Revised Suspension and Termination of Access Rule

## **Exhibit A**

### **Revised Suspension and Termination of Access Rule**

## **SUSPENSION AND TERMINATION OF ACCESS RULE**

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: January 19, 2023

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on January 19, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the River Glen Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

**2. General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

**3. Access Cards / Key Fobs.** Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

**4. Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);

g. Treating the District's staff, contractors, representatives, residents, landowners [Patrons] or guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

**5. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**6. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**7. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the

Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**8. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.



**10. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**11. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**12. Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**13. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**14. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

## **Tab 14**

## **RESOLUTION 2023-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AMENITY RATES AND FEES; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the River Glen Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida; and

**WHEREAS**, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business and further provide that the District may adopt policies related thereto by resolution or motion; and

**WHEREAS**, the District previously adopted a resolution adopting user rates and fees ("Prior Rates"); and

**WHEREAS**, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors ("Board") finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the amended Amenity Rates, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application ("Amended Amenity Rates").

**WHEREAS**, the Board finds that the Amended Amenity Rates outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; (ii) the average number of persons residing or working in or otherwise occupying the premises served; and upon (iii) other factors affecting the use of the facilities furnished.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The above stated recitals are true and correct and by this reference are hereby incorporated into this resolution.

**SECTION 2.** The Amended Amenity Rates as set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amended Amenity Rates shall replace the Prior Rates imposed by the district and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of January 2023.

ATTEST:

**RIVER GLEN COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Amended Amenity Rates

## **EXHIBIT A**

### **Amended Amenity Rates**

	Rental Fee	Deposit
Room Rental Fee	\$150.00	\$300.00

## **Tab 15**

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN  
COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND  
PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF  
SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO  
OVERNIGHT PARKING AND PARKING ENFORCEMENT.**

**WHEREAS**, the River Glen Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** The Board intends to adopt *Rules Relating to Overnight Parking and Parking Enforcement* ("**Policy**"), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on \_\_\_\_\_, 2023 at \_\_\_\_\_.m. at the River Glen Amenity Center, 65084 River Glen Parkway, Yulee, Florida 32097.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19th day of January 2023.

ATTEST:

**RIVER GLEN COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A:** Rules Relating to Overnight Parking and Parking Enforcement



## **EXHIBIT A**

Rules Relating to Overnight Parking and Parking Enforcement

**RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT**  
***RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT***

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In accordance with Chapter 190, Florida Statutes, and on \_\_\_\_\_, 2023 at a duly noticed public meeting, the Board of Supervisors of the River Glen Community Development District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

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**SECTION 1. INTRODUCTION.** The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property Overnight (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles of overnight guests in the District’s Overnight Parking Areas (hereinafter defined) and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto. This Policy authorizes parking in designated areas, which areas are identified in **Exhibit B** attached hereto.

**SECTION 2. DEFINITIONS.**

- A.**        *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B.**        *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C.**        *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D.**        *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E.**        *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- F.**        *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- G.**        *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

**SECTION 3. DESIGNATED PARKING AREAS.** Those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" during Overnight hours for all Commercial Vehicles, Vessels, Recreational Vehicles and improperly permitted Vehicles, as set forth in Sections 4 and 5 herein ("**Tow Away Zone**"). Vehicles may be parked overnight on District property, only as indicated on **Exhibit B**, attached hereto ("**Overnight Parking Areas**") and with a pre-approved permit as set forth in this Policy.

**SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.** The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

**SECTION 5. EXCEPTIONS.**

**A. OVERNIGHT PARKING PERMITS.** Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per year for one automobile, as identified by the automobile's license plate number.
2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:
  - (1) The name, address and contact information of the owner of the vehicle to which the permit will be granted;
  - (2) The make/model and license plate of the vehicle to which the permit will apply;
  - (3) The reason and special terms (if any) for the Overnight Parking Permit; and
  - (4) The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident. Overnight Parking Permits will be granted by way of written correspondence by

the District Manager or his/her designee. No verbal grants of authority will be issued or be held valid.

4. The Overnight Parking Permit must be displayed on the bottom left side of the Vehicle windshield.

**B. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

#### **SECTION 6. TOWING/REMOVAL PROCEDURES.**

**A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.

**B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

**C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**SECTION 7. PARKING AT YOUR OWN RISK.** Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

**EXHIBIT A – Map of Tow Away Zones**

**EXHIBIT B - Map of Overnight Parking Areas**

Effective date: \_\_\_\_\_, 2023

**EXHIBIT A**  
**Map of Tow-Away Zones**

under seperate cover

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**EXHIBIT B**  
**Map of Overnight Parking Areas**

under seperate cover

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