



Rizzetta & Company

River Glen Community Development District

**Board of Supervisors' Meeting
May 18, 2023**

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

www.riverglencdd.org

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

www.riverglencdd.org

Board of Supervisors	Charles Moore Steven Bryant Steve Nix Kimberly Gershowitz Debra Jones	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	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

Board of Supervisors
River Glen Community
Development District

May 11, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **May 18, 2023 at 6:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. Following is the tentative agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held April 20, 2023.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for April 2023Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Inspection ReportTab 3
 - D. Landscape and Irrigation Report.....Tab 4
 1. Brightview Landscape Report
 2. Consideration of Enhancement Proposals
 - E. Amenity Manager ReportTab 5
 - F. District Manager.....Tab 6
 1. Presentation of Registered Voter Count
5. **BUSINESS ITEMS**
 - A. Consideration of WebWatchdogs Extended Warranty RenewalTab 7
 - B. Consideration of Resolution 2023-10; Approving FY 2023/24 Proposed Budget and Setting the Public Hearing.....Tab 8
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,
Lesley Gallagher
Lesley Gallagher

Tab 1

MINUTES OF MEETING

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

**RIVER GLEN
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of River Glen Community Development District was held on **Thursday, April 20, 2023 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	Board Supervisor, Chairman
Steven Bryant	Board Supervisor, Vice Chairman
Steven Nix	Board Supervisor, Assistant Secretary
Debra Jones	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP <i>(via speakerphone)</i>
Bryan Schaub	Landscape Specialist, Rizzetta & Company, Inc. <i>(via speakerphone)</i>
Tony Shiver	President, First Coast CMS
Jesse Knaust	BrightView Landscape
Jason Marjenhoff	BrightView Landscape

Audience members present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher called the meeting to order at 2:05 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No comments.

46 **THIRD ORDER OF BUSINESS**

**Consideration of the Board of
Supervisors' Meeting Minutes held on
March 16, 2023**

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Ms. Gallagher noted that a Form 8B would be on file for Debra Jones noting that she abstained from voting on any item relating to First Coast CMS contract or services.

On a motion by Mr. Moore, seconded by Mr. Bryant, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting March 16, 2023, for River Glen Community Development District.

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FOURTH ORDER OF BUSINESS

**Ratification of Operation and Maintenance
Expenditures for February and March 2023**

On a motion by Mr. Moore, seconded by Mr. Bryant, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2023 in the amount of \$30,706.86, and March 2023 in the amount of \$44,498.63, for River Glen Community Development District.

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FIFTH ORDER OF BUSINESS

Staff Reports

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- A. District Counsel
Ms. Buchanan did not have a report but she was available to answer questions.
- B. District Engineer
Was not in attendance.
- C. Landscape Inspection Report
Mr. Schaub reviewed his report and was available to answer questions.
- D. Landscape and Irrigation Report
 - 1. Brightview Landscape Report
Mr. Knaust reviewed his report (exhibit A) and was available to answer questions. Mr. Moore followed up on the request to address the shrubs and palms at the front entry, requested a proposal for the sod along the right side of River Glen Parkway where plant material had been removed. It was also discussed that a not to exceed amount had been previously approved to replace Bermuda at the Clubhouse and authorization provided to the Chairman to sign off the final proposal and this was requested to be sent over.

Mr. Moore also requested that the area at Fern Creek with two ponds be reviewed for detail work needed with the native grass areas. He also

82 thanked BrightView for their work, noting that landscaping continues to
83 look better and better.
84

85 *Ms. Jones joined the meeting in progress.*
86

87 2. Consideration of Proposals for Top Choice (exhibit B)

88 The Board reviewed a proposal from BrightView for Top Choice ant
89 treatment on irrigated turf areas in the amount of \$2,571.43.
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On a motion by Mr. Moore, seconded by Mr. Bryant, with all in favor, the Board approved the BrightView proposal for Top Choice, for River Glen Community Development District.

91 3. Consideration of Enhancement Proposals from BrightView

92 The Board reviewed two enhancement proposals from BrightView.
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On a motion by Mr. Moore, seconded by Mr. Bryant, with all in favor, the Board approved the proposal to grade and add a mulch strip around chain link fences at baseball and basketball area in the amount if \$1,146.89, for River Glen Community Development District.

95 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the installation of pine straw in the amount of \$2,000.00, for River Glen Community Development District.

96 E. Amenity Manager Report

97 Mr. Shiver reviewed his report and noted that the basketball court work was going
98 on now and that Oak Wells would be onsite tomorrow or Monday to review a
99 possible leak.
100

101 1. Update on Use of Amenity Field

102 Mr. Shiver also updated the Board regarding a request for use of the
103 amenity field on May 20th for a fundraiser. It was noted that the amenity field
104 is not a reservable space, discussion ensued regarding liability. It was
105 requested that his explored further with the insurance company prior to the
106 Board making any decision.
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108 2. Update Regarding Additional Seasonal Staffing

109 Mr. Shover reviewed that the current contact allows for 56 staffing hours
110 from June through August (7x8 hours per day) plus an additional 16 hours of
111 staffing on the weekends currently. He requested that the Board consider
112 expanding the additional 16 hours of staffing on the weekends to also
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include the months of May and September at a not to exceed amount of \$2,900.00 due to the increased use of the facility.

On a motion by Mr. Moore, seconded by Mr. Bryant, with Ms. Jones abstained, the Board approved expanding the additional 16 hours of weekend staffing in May and September at a cost not to exceed \$2,900.00 for these additional two months, for River Glen Community Development District.

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It was also requested that Mr. Shiver obtain pricing to rent a speed detector sign and that Ms. Gallagher contact the school board regarding the school bus stops again.

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F. District Manager
Ms. Gallagher updated the Board that she had contacted the County regarding the damage done to the right of way along Edwards Road from construction trucks for Three Rivers. The County responded that they would contact the developer and hold them responsible. They also noted that they had updated one of their inspectors to monitor that repairs get made.

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SIXTH ORDER OF BUSINESS

Consideration of FPL Lighting Agreement

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the FPL Lighting Agreement for Phase 5B, for River Glen Community Development District.

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SEVENTH ORDER OF BUSINESS

Consideration of Proposals for Fountain Preventative Maintenance

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Ms. Gallagher updated the Board that North Florida Irrigation had notified her office that they would no longer be offering preventative maintenance services. The Board reviewed the proposals for pond fountain preventative maintenance services, one from Aquagenix at an expense of \$2,000.00 per year and one from Solitude (exhibit C) at an expense of \$600.00 per year.

On a motion by Mr. Moore, seconded by Mr. Bryant, with all in favor, the Board approved the Solitude proposal for pond fountain preventative maintenance, for River Glen Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of Solitude Proposal for Pond 16 Maintenance

The Board reviewed the proposal from Solitude to add pond #16 to the CDD Maintenance scope

146 upon transfer. The Board approved this contingent upon review by the District Engineer.
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On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the Solitude Proposal for Pond 16 Maintenance contingent upon review by the District Engineer, for River Glen Community Development District.

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149 It was noted that there have been pond and landscape areas previously approved to begin CDD
150 maintenance but were placed on hold due to heavy construction in these areas. DR Horton has
151 confirmed that these areas are ready to begin services under CDD maintenance. The Board
152 authorized moving forward upon review by the District Engineer and with confirmation from DR
153 Horton that any landscape areas damaged due to construction would be repaired at their
154 expense. It was also noted that several ponds have cattails that the Board requested the
155 Engineer consider during his review.

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157 **NINTH ORDER OF BUSINESS**

**Public Hearing on Towing & Overnight
Parking**

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159 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board opened the
public hearing on Towing & Overnight Parking, for River Glen Community Development
District.

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161 Ms. Gallagher noted that per the resolution the public hearing had been rescheduled from March
162 16th and that the areas identified in the exhibit are the areas reviewed previously. There were no
163 public comments.
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On a motion by Mr. Bryant, seconded by Mr. Nix, with all in favor, the Board closed the
public hearing on Towing & Overnight Parking, for River Glen Community Development
District.

- 165
166 1. Consideration of Resolution 2023-08: Adopting Towing & Overnight Parking
167 Rules and Resetting Public Hearing
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169 The Board adopted Resolution 2023-08 and authorized the Chairman to work with the Amenity
170 Manager and District Manager on an agreement with a Towing Company.
171

On a motion by Mr. Bryant, seconded by Mr. Nix, with all in favor, the Board adopted
Resolution 2023-08: Adopting Towing & Overnight Parking Rules and Resetting Public
Hearing, for River Glen Community Development District.

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173 **TENTH ORDER OF BUSINESS**

**Ratification of Proposal from Court Surfaces
for Additional Repairs (exhibit D)**

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On a motion by Mr. Moore, seconded by Mr. Bryant, with all in favor, the Board ratified the proposal in the amount of \$3,500.00, for River Glen Community Development District.

ELEVENTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

The Board requested that the District Manager contact the District Engineer for an update on the status of the stormwater repairs and circulate and update.

There were no audience comments.

TWELFTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Bryant, seconded by Mr. Nix, with all in favor, the Board adjourned the meeting at 3:11 p.m. for River Glen Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT A



Spray Report

Customer: Brightview

Property: Rivers Glen

Date: 3/6/23

Area treated +/- 5 acres.

Total Gallons used: 750.

Product:

30-10-10 @ 12lbs per acre

Bifen @ 13oz per acre

Imidacloprid @ 26oz per acre

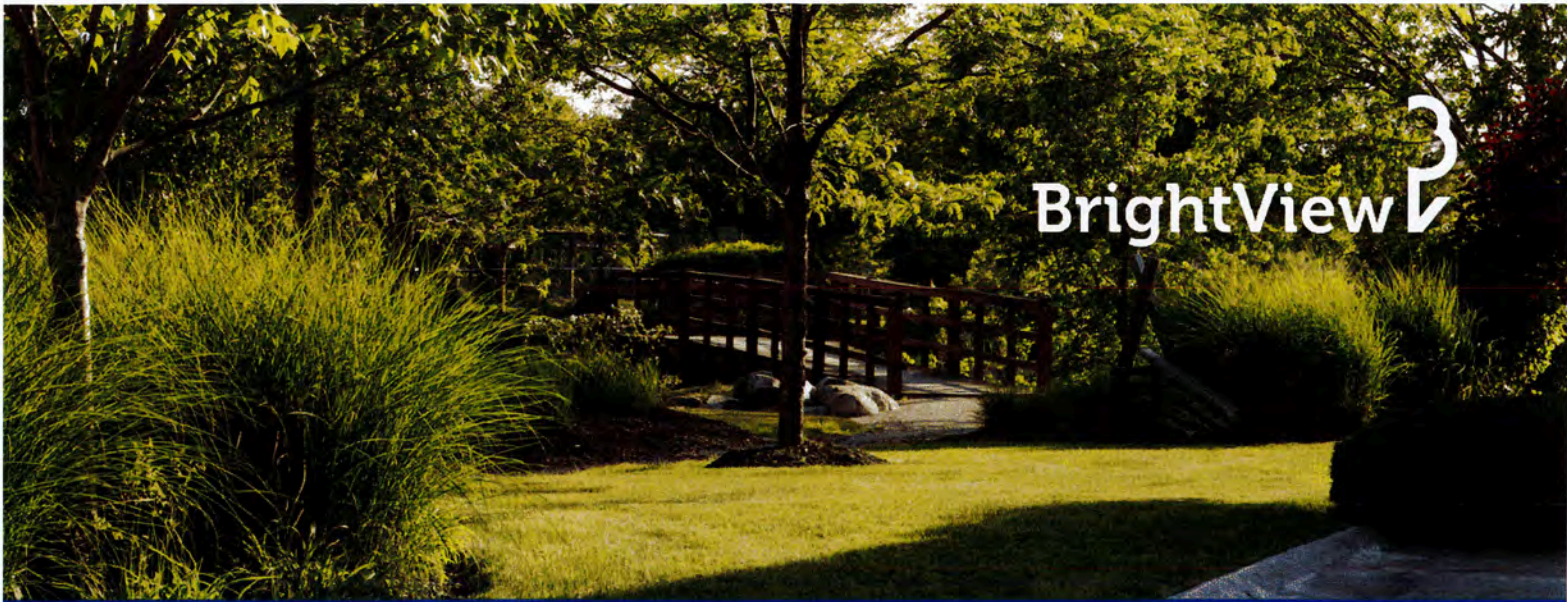
Specticle @ 3.5oz per acre

2,4-D @ 10 oz per acre

MSM @ .4 oz per acre

Target for this application was to improve the overall health, growth, and color of the turf. Pre/Post emergent insecticides were applied to prevent and eliminate turf damaging insects. Pre/Post emergent herbicides were applied to prevent and eliminate broadleaf weeds.

Expect to see results in 2-3 weeks.



Quality Site Assessment

Prepared for: River Glen CDD

General Information

DATE: Thursday, Apr 20, 2023
NEXT QSA DATE: Monday, Jul 17, 2023
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Jesse Knaust

Customer Focus Areas

Entrance, Amenity Center and Ball Field

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1 Site Cleanliness</p>	 <p>2 Weed Free</p>	 <p>3 Green Turf</p>
 <p>4 Crisp Edges</p>	 <p>5 Spectacular Flowers</p>	 <p>6 Uniformly Mulched Beds</p>	 <p>7 Neatly Pruned Trees & Shrubs</p>

QUALITY SITE ASSESSMENT

River Glen CDD

Maintenance Items



1 Go through all juniper beds on site and remove and dead plant material

2 There are still a lot of ant mounds on site. Keep treating them on a weekly basis

3 Make sure baseball diamond is edged on a weekly basis and spray the clay area for weeds

4 Remove the dead juniper to the right of the main entrance

Maintenance Items



9 There are vines popping up in the ornamental grasses at the front of the property. Go through and hand pull vines.

QUALITY SITE ASSESSMENT

River Glen CDD

Notes to Owner / Client



5 All flowers have been removed and beds have been raked clean. I received the approval for the new rotation, just waiting on Jen for the install date.



EXHIBIT 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 Billing Address	River Glen CDD 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Top Choice
 Project Description Application of Top Choice to irrigated turf areas

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	AgrowPro to complete a Top Choice application on irrigated turf areas to help reduce the amount of new ant beds throughout the property	\$2,571.43	\$2,571.43

For internal use only

SO# 8093119
 JOB# 346700393
 Service Line 130

Total Price \$2,571.43

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

	Property Manager
Signature	Title
Lesley Gallagher	April 17, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature	Title
Jesse Knaust	April 17, 2023
Printed Name	Date

Job #:	346700393		
SO #:	8093119	Proposed Price:	\$2,571.43

FOUNTAIN MAINTENANCE SERVICES CONTRACT

CUSTOMER NAME: **River Glen CDD (8398)**

SUBMITTED TO: **Lesley Gallagher, Senior District Manager - Lgallagher@Rizzetta.com**

CONTRACT EFFECTIVE DATE: April 1, 2023 through March 31, 2024

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Quarterly Maintenance of One (1) Floating Fountain in Pond 1 at River Glen CDD in Yulee, Florida 32097.

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 **\$600.00**. SOLitude shall invoice Customer **\$50.00 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.

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.



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 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.

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.



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.

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

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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.

THIS DOCUMENT IS FOR QUOTE PURPOSES AND THE OFFER CONTAINED HEREIN IS VALID FOR 60 DAYS ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS. PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU FOR CHOOSING SOLITUDE!

David Cottrell, North Florida Business Development Consultant

David.Cottrell@Solitudelake.com

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SCHEDULE A - SERVICES
FOUNTAIN MAINTENANCE

Fountain Maintenance Service: Fountain 1 (15 HP/ 240 Volt/ 3 Phase) Located in Pond 1

1. Company will service each of the fountains **Four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.

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4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.

Service Reporting:

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

Permitting (when applicable):

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. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

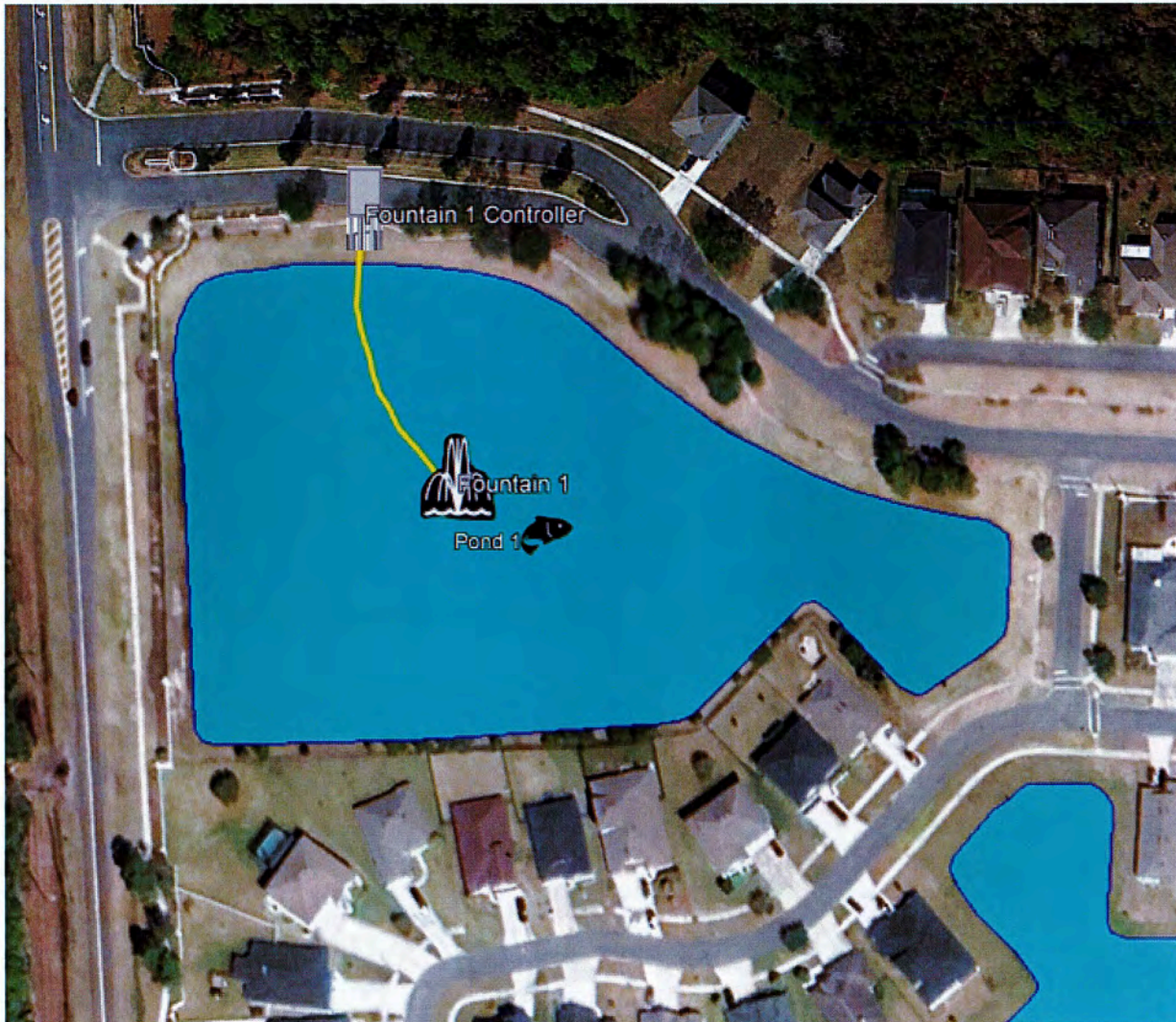
Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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River Glen CDD Fountain 1 - Pond 1

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April 13, 2023

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

Scope of Work

Add an additional 270' of Riteway crack repair system to basketball court.

The total price for the above outlined work is **\$3,500.00**, payable in two draws:

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.

Tab 2

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

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

WWW.RIVERGLEN.CDD.ORG

Operation and Maintenance Expenditures

April 2023

Presented For Board Approval

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

The total items being presented: **\$12,554.41**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

River Glen Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
COMCAST	42123	8495 74 401 0038261 03/23 Autopay 765	Clubhouse/TV/Phone/Internet 03/23	\$ 286.00
Florida Department of Revenue	41923	55-8018810364-5 Sales & Use Tax 03/23 Autopay	Sales & Use Tax 03/23	\$ 0.42
Florida Power & Light Company	41823	Monthly Summary 03/23 Autopay 370.	Electric Services 03/23	\$ 4,373.56
JEA	42523	04/23 Autopay 765	Irrigation & Water Services 04/23	\$ 1,660.18
Rizzetta & Company, Inc.	100092	INV0000078890	District Management Fees 04/23 Board of Supervisors Meeting	\$ 6,034.25
Steven Brian Nix	100094	SN031623	03/16/23	\$ <u>200.00</u>
Report Total				\$ <u>12,554.41</u>

Tab 3

RIVER GLEN

LANDSCAPE INSPECTION REPORT



April 21, 2023

Rizzetta & Company

Bryan Schaub – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary, Main Entrance & RGP

General Updates, Recent & Upcoming Maintenance Events

- Continue to prune back all encroach.
- Upcoming fertilization events for turf, beds and palms.

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. **At the main entrance in the south ROW at the curb, repair the broken spray head.**
2. The turf at the entrance is still stressed. Also, there is herbicide over spraying along the sidewalks. Correct. (Pic 2)



6. In the ROWs of RGP at the main entrance, continue improve the newly installed turf or replace.

7. **At the main entrance & property-wide, treat all Magnolias for insects. (Pic 7)**



3. **At the main entrance, remove all weeds from the beds including Vetch, hand pulling the taller weeds.**
4. At the main entrance, rejuve prune the declining Privet hedge & apply proper fertilization. Report any improvements. These beds might be good candidates for replacements/enhancements..
5. Property-wide, treat all active ant mounds, raking out all mounds when inactive.
8. Property-wide, treat all joint expansion crack weeds.
9. At the main entrance behind the fencing, treat the mulched beds for weeds.
10. **In the south ROW of RGP, thin the dwarf Palms. Remove dead material, lift the fronds, and thin the canes by at least a 1/3.**
11. Along RGP, do whatever possible to improve the vigor & coverage of the existing turf.

RGP & Amenities Center

12. In the west ROW of RGP near the ball field, continue to treat the hedges for fungus. Prune out all dead material. (Pic 12)



13. At the entrance to the Amenities Center in both beds, prune the shrubs to achieve plant separation.

14. In the bed adjacent to the courts and in between the parking lot and the court fencing, there is a dead Loropetalum. Determine cause of death and report. This should be removed.

15. In the areas around the courts, the turf was damaged by critters. Repair as possible.

16. On the back side of the courts near the lift station. Repair the broken rotor. (Pic 16)



17. Part of the hedges were pruned at the lift station. Prune the remainder of the plant material. (Pic 17)



18. In the SE corner of the intersection of RGP & the Amenities Center entrance, there is a broken irrigation head. Repair.

19. On the NW side of the courts, treat the Juniper for Mites & remove the dead plant material.

20. In the island of the Amenities Center cul-de-sac & the turf areas around the clubhouse, there are bare turf areas that are increasing in size. Do whatever possible to slow the damage. When will the new sod be installed? Also, there are new Sedge & broadleaf weeds. Treat.

21. The Magnolia near the fencing at the covered pool deck area is not recovering and will most likely under-perform. It is my opinion that it should be replaced. Looking for board direction.

22. Around the clubhouse, rejuvenate, prune the remaining Indian Hawthorn and fertilize. We have had good results with this treatment for Entomosporium. Units that do not recover should be replaced. Or the beds should be completely enhanced.



Amenities Center, Lagoon Forest & Edwards

23. Rejuve prune the Feijoa that is declining. Fertilize. Monitor progress & report. We may have to change the plant material. (Pic 23)



24. Weed the beds at the Playground equipment area.

25. There is a broken irrigation pipe at the playground equipment. Repair. (Pic 25)



26. Behind the courts, prune back the overgrowing plant material that is encroaching on the maintained areas & contacting the fencing.

27. There are spray heads at the Lagoon Forest entrance are sticking up. Please, adjust them as they can get broken off.

28. At the Lagoon Forest entrance on the south side of the median island the Privet hedge is chlorotic. Diagnose & take any corrective actions possible.

29. On the north side of the Lagoon Forest entrance, it appears a Privet unit was stolen. It was dug out and the hole left in the bed. Fill in hole. This area is a good candidate for a hedge change out. (Pic 29)



30. In the beds along Edwards, remove all weeds, hand pulling the larger weeds.

31. In the same beds about 1/2 way between entrances, treat the Ornamental Grasses for Mites.

32. In the same beds, treat all active ant mounds, raking out inactive mounds. They are growing up in the Ornamental Grasses. Some of the Grass units will not recover and should be replaced.

33. In the beds along Edwards, remove all suckers from the Live Oaks. (Pic 33 >)

34. In the same area, there is considerable damage to the turf from large vehicles. Repair as possible. Some of the damage is very close to water flow structures and may cause future issues. (Pic 34 >)



Tab 4



Spray Report

Customer: Brightview

Property: Rivers Glen

Date: 5/4/23

Area treated +/- 5 acres.

Total Gallons used: 750.

Product:

21-0-0 AMS @ .25lbs N per 1000 Sqft

Ferrous Sulfate @ 10lbs per acre

Bifen @ 13oz per acre

Meridian @ 17oz per acre

Specticle @ 3.5oz per acre

2,4-D @ 10 oz per acre

MSM @ .4 oz per acre

Target for this application was to improve the overall health, growth, and color of the turf. Pre/Post emergent insecticides were applied to prevent and eliminate turf damaging insects. Pre/Post emergent

Mark Bardell Inspection Notes

The Junipers with dieback at the amenities center under the Magnolia are simply staying too wet. You will notice the ones in the Sun doing much better. There is no spider mite activity.

The Red Maples around the parking lot do not like their environment. They prefer to be out in the woods with well-drained soil and a high ph. I applied milorganite to give them a boost, but they are not going to turn around.

The Jack Frost ligustrum are a weak cultivar partly due to the lack of chlorophyll which is critical to the production of food. This is a common problem that we have noted on other properties.

Sooty mold is the result of insects leaving honeydew on the leaf surface. Honeydew is mostly sugar which then grows mold. The mold does not go away after the insects die. The Magnolias at the front of the property have a small amount of sooty mold from previous insect activity. Apart from an occasional scale insect there is no current activity that would lead to more mold. The new growth is green and healthy.

The Burford Holly at the entrance have been there for a while and have gone through multiple stressors. There have been irrigation issues over the years, and one obviously has been undermined by fire ants causing the root ball to dry out.

While I was making my inspection, I treated all the Sago's with 8-2-12 palm special to prevent micronutrient deficiencies.

Please let me know if there is anything else I can help you with, Mark Bardell, certified pest control operator JF180409.

Tab 5

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 Fill in plant material around amenity center parking lot

Project Description Fill in muhly grasses and ligustrum around the amenity center parking lot

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
125.00	EACH	Install 125 muhly grasses to fill the the beds around the perimeter of the parking lot with the existing muhly grasses	\$28.56	\$3,569.45
3.00	EACH	Install 3 (15 Ligustrum) to fill in the gaps along the perimeter of the parking lot near the round about	\$177.51	\$532.53
1.00	SET	Check and retro fit irrigation to ensure proper coverage of the new plant material once installed	\$418.20	\$418.20

Images

IMG_67861



IMG_67871



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_67881



For internal use only

SO# 8113938
JOB# 346700393
Service Line 130

Total Price \$4,520.18

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

		Property Manager
Signature	Title	
Lesley Gallagher	May 11, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Jesse Knaust	May 11, 2023	
Printed Name	Date	

Job #:	346700393		
SO #:	8113938	Proposed Price:	\$4,520.18

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 Install 2 pallets of sod
Project Description Prep and install 2 pallets of sod to the corner of Morning Glen Ct

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
900.00	SQUARE FEET	Install 2 pallets of St Augustine turf to fill in area once the mulch is removed	\$1.46	\$1,312.20
1.00	SET	Check and retro fit irrigation to ensure proper coverage of the new turf once installed	\$250.00	\$250.00
1.00	SET	Delivery Fee for sod	\$200.00	\$200.00

Images

IMG_67761



For internal use only

SO# 8113883
JOB# 346700393
Service Line 130

Total Price \$1,762.20

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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Acceptance of this Contract

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Customer

		Property Manager
Signature	Title	
Lesley Gallagher	May 11, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Jesse Knaust	May 11, 2023	
Printed Name	Date	

Job #: 346700393

SO #: 8113883 **Proposed Price:** \$1,762.20

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 Plant fill in's at Second Entrance

Project Description Install shrubs to fill in the voids in the existing hedge rows

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
7.00	EACH	Install 7 (7 Gallon) Ligustrum to the right side of the second entrance to fill in the voids in the existing hedge row	\$91.59	\$641.16
32.00	EACH	Install 32 (7 Gallon) Ligustrum to the left side of the second entrance to fill in the voids in the existing hedge row	\$91.59	\$2,931.03
1.00	SET	Check and retro fit irrigation to ensure proper coverage of the new plant material once installed	\$353.16	\$353.16
20.00	EACH	Install 20 Bags of cypress mulch to address up the area once the install is complete	\$12.00	\$240.00

Images

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SO# 8113850
JOB# 346700393
Service Line 130

Total Price \$4,165.35

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.
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5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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Customer

		Property Manager
Signature	Title	
Lesley Gallagher	May 11, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Jesse Knaust	May 11, 2023	
Printed Name	Date	

Job #:	346700393		
SO #:	8113850	Proposed Price:	\$4,165.35

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 Plant fill in's at Second Entrance

Project Description Install shrubs to fill in the voids in the existing hedge rows

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
7.00	EACH	Install 7 (3 Gallon) Ligustrum to the right side of the second entrance to fill in the voids in the existing hedge row	\$53.86	\$377.04
32.00	EACH	Install 32 (3 Gallon) Ligustrum to the left side of the second entrance to fill in the voids in the existing hedge row	\$53.86	\$1,723.59
1.00	SET	Check and retro fit irrigation to ensure proper coverage of the new plant material once installed	\$353.16	\$353.16
20.00	EACH	Install 20 Bags of cypress mulch to address up the area once the install is complete	\$12.00	\$240.00

Images

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SO# 8113856
JOB# 346700393
Service Line 130

Total Price \$2,693.79

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.
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5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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Customer

		Property Manager
Signature	Title	
Lesley Gallagher	May 11, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Jesse Knaust	May 11, 2023	
Printed Name	Date	

Job #:	346700393		
SO #:	8113856	Proposed Price:	\$2,693.79

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 Remove mulch and install sod

Project Description Remove mulch on the corner across from the island on River Glen PKWY and install sod

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
900.00	SQUARE FEET	Install 2 pallets of turf to fill in area once the mulch is removed	\$1.46	\$1,312.20
1.00	SET	Remove and dispose of mulch in bed so sod can be installed	\$273.60	\$273.60
1.00	SET	Check and retro fit irrigation to ensure proper coverage of the new turf once installed	\$250.00	\$250.00
1.00	SET	Delivery Fee for sod	\$200.00	\$200.00

Images

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SO# 8113877
JOB# 346700393
Service Line 130

Total Price \$2,035.80

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

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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

	Property Manager
Signature	Title
Lesley Gallagher	May 11, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature	Title
Jesse Knaust	May 11, 2023
Printed Name	Date

Job #:	346700393		
SO #:	8113877	Proposed Price:	\$2,035.80

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 Replace 2 pallets of Bermuda to the right of the amenity center
 Project Description Install 2 pallets of bermuda sod to the right of the amenity center

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Prep and disposal of debris	\$136.80	\$136.80
800.00	SQUARE FEET	Install 2 pallets of bermuda to the right of the amenity center	\$1.81	\$1,446.08
1.00	SET	check and retro fit irrigation to ensure proper coverage of the new turf once installed	\$162.60	\$162.60
1.00	SET	Delivery Fee of sod	\$200.00	\$200.00

Images

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SO# 8116863
JOB# 346700393
Service Line 130

Total Price \$1,945.48

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

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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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11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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Customer

	Property Manager
Signature	Title
Lesley Gallagher	May 11, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature	Title
Jesse Knaust	May 11, 2023
Printed Name	Date

Job #:	346700393		
SO #:	8116863	Proposed Price:	\$1,945.48

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 Replace 4 pallets of Bermuda at the round about

Project Description Install 4 pallets of bermuda sod to the round about island at the amenity center

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Prep and disposal of debris	\$342.00	\$342.00
1,600.00	SQUARE FEET	Install 4 pallets of bermuda to the round about island at the amenity center to redo and fill in bare areas	\$1.81	\$2,892.16
1.00	SET	check and retro fit irrigation to ensure proper coverage of the new turf once installed	\$231.00	\$231.00
1.00	SET	Delivery Fee of sod	\$200.00	\$200.00

Images

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SO# 8113927
JOB# 346700393
Service Line 130

Total Price \$3,665.16

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.
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Customer

	Property Manager
Signature	Title
Lesley Gallagher	May 11, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature	Title
Jesse Knaust	May 11, 2023
Printed Name	Date

Job #:	346700393		
SO #:	8113927	Proposed Price:	\$3,665.16

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 Replace 4 pallets of Bermuda to the right of the amenity center
 Project Description Install 4 pallets of bermuda sod to the right of the amenity center

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Prep and disposal of debris	\$342.00	\$342.00
1,600.00	SQUARE FEET	Install 4 pallets of bermuda to the right of the amenity center	\$1.81	\$2,892.16
1.00	SET	check and retro fit irrigation to ensure proper coverage of the new turf once installed	\$231.00	\$231.00
1.00	SET	Delivery Fee of sod	\$200.00	\$200.00

Images

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

Proposal for Extra Work at River Glen CDD

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SO# 8113958
JOB# 346700393
Service Line 130

Total Price \$3,665.16

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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

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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.
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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

		Property Manager
Signature	Title	
Lesley Gallagher	May 11, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Jesse Knaust	May 11, 2023	
Printed Name	Date	

Job #:	346700393		
SO #:	8113958	Proposed Price:	\$3,665.16

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 Replace 6 pallets of Bermuda at the round about

Project Description Install 6 pallets of bermuda sod to the round about island at the amenity center

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Prep and disposal of debris	\$410.40	\$410.40
2,400.00	SQUARE FEET	Install 6 pallets of bermuda to the round about island at the amenity center to redo the entire island	\$1.81	\$4,338.24
1.00	SET	check and retro fit irrigation to ensure proper coverage of the new turf once installed	\$231.00	\$231.00
1.00	SET	Delivery Fee of sod	\$200.00	\$200.00

Images

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SO# 8113925
JOB# 346700393
Service Line 130

Total Price \$5,179.64

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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Customer

		Property Manager
Signature	Title	
Lesley Gallagher	May 11, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Jesse Knaust	May 11, 2023	
Printed Name	Date	

Job #:	346700393		
SO #:	8113925	Proposed Price:	\$5,179.64

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 Sod replacement along parkway

Project Description Replacement of sod between the island on River Glen PKWY and Morning Glen Ct

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Prep and disposal of debris from area being re-sodded	\$1,231.20	\$1,231.20
6,300.00	SQUARE FEET	Replace 14 pallets of St Augustine turf between the island at River Glen PKWY and Morning Glen CT	\$1.46	\$9,185.40
1.00	SET	Check and retro fit irrigation to ensure proper coverage once the new turf is installed	\$640.00	\$640.00
1.00	SET	Delivery Fee for sod	\$200.00	\$200.00

Images

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SO# 8113909
JOB# 346700393
Service Line 130

Total Price \$11,256.60

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

TERMS & CONDITIONS

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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

	Property Manager
Signature	Title
Lesley Gallagher	May 11, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature	Title
Jesse Knaust	May 11, 2023
Printed Name	Date

Job #:	346700393		
SO #:	8113909	Proposed Price:	\$11,256.60

Tab 6



River Glen Community Development District

Field Report May 2023

First Coast CMS LLC
05/11/2023

Swimming Pools

A leak was discovered in the pool and repaired. The hydrostatic plug under the main drain popped open due to increased under pressure and never closed.

Facility Maintenance

Additional tables for the picnic pavilion were ordered and assembled.

Basketball court resurfacing was completed

Benches will be assembled and mounted to the court as staff time allows.

All swings on playgrounds have been replaced

Electrician has been called to replaced bulbs on post lamps, diagnose issue with landscape lighting at Amenity Center, and replaced light fixtures on Edwards Rd.

Tab 7



- 904.491.7500
- 96135 Nassau Place, Suite 3
Yulee, FL 32097
- info@votenassaufl.gov
www.VoteNassaufl.gov

April 15, 2023

Ms. Lesley Gallagher
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

RE: River Glen Community Development District

Dear Ms. Gallagher,

In accordance with FS 190.006, we are providing you with the following information, that as of April 15, 2023, there are 820 registered voters within River Glen Community Development District's boundaries.

Should you have questions, please do not hesitate to contact us.

Sincerely,

Janet H. Adkins
Nassau County Supervisor of Elections

Para solicitar este documento en español, llame a nuestra oficina al 904.491.7500

Tab 8

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

Date	Quote #
5/2/2023	7023
Name / Address	
First Coast CMS River Glen CDD 2806 N 5th St #403 St. Augustine, FL 32084	

Description	Qty	Cost	Total
Extended Warranty Option- Complete Surveillance Camera System ***Warranty Expires 6/16/2023***	1	375.00	375.00
<p>1 Year Extended Warranty on Camera Parts, Labor and Equipment All products are warranted for 1 year from date of purchase. If a product is defective we will repair or replace it. The following situations void the product warranty: Adding 3rd party software to a DVR without prior approval from our technical support department. Damage caused by nature such as flooding, winds, lightning and other similar events. Damage caused by vandalism. Network related issues involving your internet service provider (i.e. new modem, change of internet provider, etc.) Warranty Service Calls will be addressed within a 1-5 day time frame.</p> <p>After 1 year (outside of the warranty, if not extended), we will continue to support the product at the standard repair labor rate (currently \$199 per hour-minimum 2 hours) plus parts, if applicable, or phone technical support for \$65.00/hour. Out of warranty repairs are guaranteed for 30 days. Phone support is non-refundable.</p>	Subtotal		\$375.00
	Sales Tax (0.0%)		\$0.00
	Total		\$375.00
	Signature _____		

Tab 9

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING PUBLIC HEARING(S) IN CONNECTION THEREWITH PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the River Glen Community Development District (“District”) prior to June 15, 2023, a proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023/2024”); and

WHEREAS, the Board has considered the Proposed Budget, and desires to set the required public hearing(s) in connection therewith.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting public hearing(s) to adopt said Proposed Budget.

2. **SETTING PUBLIC HEARING(S).** Public hearing(s) on said approved Proposed Budget, and, if applicable, on the levy and collection of special assessments to fund in full or in part the administrative and operations services set forth in such Proposed Budget, are hereby declared and set for the following date, hour and location (“Public Hearing”):

DATE: _____, 2023

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the Clay County at least 60 days prior to the Public Hearing set forth in Section 2.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the Public Hearing date as set forth in Section 2, which shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this Public Hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18th DAY OF MAY 2023.

ATTEST:

**RIVER GLEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson, Board of
Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A

Fiscal Year 2023/2024 Proposed Budget

Under Separate Cover