



Rizzetta & Company

# River Glen Community Development District

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**Board of Supervisors' Meeting  
April 20, 2023**

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

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

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

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

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
River Glen Community  
Development District

April 13, 2023

## AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **April 20, 2023 at 2:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. Following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held March 16, 2023 .....Tab 1
  - B. Ratification of Operation and Maintenance Expenditures for February and March 2023 .....Tab 2
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape Inspection Report .....Tab 3
  - D. Landscape and Irrigation Report
    1. Brightview Landscape Report
    2. Consideration of Proposal for Top Choice (under separate cover)
    3. Consideration of Enhancement Proposals .....Tab 4
  - E. Amenity Manager Report .....Tab 5
  - F. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of FPL Lighting Agreement .....Tab 6
  - B. Consideration of Aquagenix Proposal for Fountain Preventative Maintenance .....Tab 7
  - C. Consideration of Solitude Proposal for Pond 16 Maintenance .....Tab 8
  - D. Public Hearing on Towing & Overnight Parking
    1. Consideration of Resolution 2023-08; Adopting Towing & Overnight Parking Rules and Resetting Public Hearing .....Tab 9
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, March 16, 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	<b>Board Supervisor, Chairman</b>
Steven Bryant	<b>Board Supervisor, Vice Chairman</b>
Kimberly Gershowitz	<b>Board Supervisor, Assistant Secretary</b>
Steven Nix	<b>Board Supervisor, Assistant Secretary</b>
Debra Jones	<b>Board Supervisor,</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLP <i>(via speakerphone)</i></b>
Kyle Magee	<b>Kutak Rock, LLP</b>
Bryan Schaub	<b>Landscape Specialist, Rizzetta &amp; Company, Inc.</b>
Tony Shiver	<b>President, First Coast CMS</b>
Dan McCranie	<b>District Engineer, McCranie &amp; Associates</b>

Audience members present

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Gallagher called the meeting to order at 2:02 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

No comments.

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*Board moved to agenda item 3C – Minutes*

**THIRD ORDER OF BUSINESS**

**Consideration of the Board of Supervisors' Meeting Minutes held on January 19, 2023**

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 January 19, 2023, for River Glen Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Ratification of Operation and Maintenance Expenditures for November and December 2022 and January 2023 (Exhibit A) (under separate cover)**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board ratified the Operation and Maintenance Expenditures for November 2022 in the amount of \$11,187.39, December 2022 in the amount of \$81,239.99, and January 2023 in the amount of \$57,325.87 for River Glen Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Mr. Magee did not have a report but was available to answer questions.
  
- B. District Engineer
  - 1. Update on Stormwater Repairs  
Mr. McCranie reviewed that he is currently waiting for an updated start date on the DL Holland stormwater repairs. The contractor is waiting for a piece of equipment to arrive from out of state.  
  
He also noted that he had asked them to review the area of concern at 75063 Glenspring as an urgent repair as soon as they were on site. It was noted there is a fence over this pipe that a previous owner had installed and the Board requested the District Manager contact the HOA to determine if the fence was approved should it be connected to the damage.
  
Mr. McCranie also updated the Board that the damage along Edwards Road from the trucks entering the community across the street is in the county right of way and concerns could be forwarded to them.

82 C. Landscape Inspection Report

83 Mr. Schaub introduced himself to the Board and reviewed his report found under  
84 tab 4 of the agenda and was available to answer questions.

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86 D. Landscape and Irrigation Report

87 1. Brightview Landscape Report

88 Brightview was not in attendance. The Board requested their attendance at  
89 the next meeting.

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91 2. Consideration of Enhancement Proposals

92 This item was tabled.

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94 E. Amenity Manager Report

95 Mr. Shiver reviewed his report found under tab 7. He noted that he had obtained  
96 some estimated pricing on speed bumps of approximately \$830.00 each. The  
97 Board requested these be considered with the proposed budget.

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99 *Ms. Jones joined the meeting in progress.*

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101 Mr. Shiver updated the Board that he was having difficulty finding a contractor to  
102 provide concrete for the bike rack slab.

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On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved moving forward with landscape timbers and mulch at a cost not to exceed \$1,000.00, for River Glen Community Development District.
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109 Mr. Shiver reviewed the proposal from Court Surfaces for the installation of the  
110 goals in the amount of \$2,860.00 found under his report.

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On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the proposal from Court Surfaces for the installation of goals, for River Glen Community Development District.
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119 1. Discussion Regarding Purchase of CDD Equipment

120 Mr. Shiver will provide estimates for golf carts once the kayak area is  
121 complete and will require maintenance services. He noted that the Board  
122 would also need to consider storage and that the golf cart would need to be  
123 registered.

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125 2. Discussion Regarding Additional Seasonal Staffing

126 Mr. Shiver noted that the additional staffing is currently built into the contract  
127 and adjusts for the summer break even further. He felt this would be  
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adequate but would update the Board if there were any concerns as the community has grown.

F. District Manager

Ms. Gallagher updated the Board that the fence and gate had been installed by DR Horton along the path to Timber Creek and that they had confirmed that a punch access control would be added at the restrooms for kayak area.

Ms. Gallagher reviewed her report and updated the Board that Campus Suite who handles the website ADA compliance for the District had contacted her office to make her aware of a name change. The Board will now see any correspondence or invoices from Campus Suite under the new name of CommunitiesNow. She also requested that the Board identify one Board member to be licensed to have access to Intacct which is the new accounting software. Additional licenses may be purchased as an expense to the District if there were other Board members who also wished to have access at a 2023 cost of \$172.00 per license. The Board appointed Mr. Moore to have access and declined any additional licenses. Ms. Gallagher also pointed out that the Board will continue to receive a check register and should they have any questions about a specific invoice, she would be happy to forward a copy.

1. Solitude Report

Ms. Gallagher updated the Board that she is still working with Solitude to break out the requested future ponds from their proposal as directed at the last meeting.

*The Board moved back to agenda item 3A and Ms. Jones took her Oath of Office.*

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07;  
Redesignating Assistant Secretary**

The Board adopted resolution 2023-07 as follows:

- Chairman – Charles Moore
- Vice Chairman – Steven Bryant
- Assistant Secretary – Steven Nix
- Assistant Secretary – Kimberly Gershowitz
- Assistant Secretary – Debra Jones
- Assistant Secretary – Lesley Gallagher
- Assistant Secretary – Carol Brown
- Secretary – Bob Schleifer
- Treasurer – Scott Brizendine
- Assistant Treasurer – Shawn Wildermuth



On a motion by Mr. Bryant, seconded by Ms. Gershowitz, with all in favor, the Board approved Resolution 2023-07; Redesignating Officers, for River Glen Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Conveyances to CDD for Phase 4B and 5A**

The Board reviewed the conveyances to the CDD for areas of Phase 4B and 5A and authorized the Chairman to approve subject to the District Engineer's review first.

On a motion by Mr. Moore, seconded by Mr. Bryant. Gershowitz, with all in favor, the Board authorized the Chairman to approve the conveyances subject to the District Engineer's review, for River Glen Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of JEA Transfer – Phase 3 And 5B**

Mr. Magee updated the Board that his firm had prepared bills of sale that would put the property in the name of the CDD prior to the CDD transferring to JEA.

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the JEA transfers upon receipt of the executed bills of sale from DR Horton, for River Glen Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposals for Fitness Equipment**

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the First Place Fitness proposal in the amount of \$2,456.38 for a recumbent bike, for River Glen Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08; Resetting Public Hearing on Towing & Overnight Parking Rules**

This item was tabled.

**ELEVENTH ORDER OF BUSINESS**

**Ratification of Proposal for Additional Spring Break Staffing**

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On a motion by Mr. Nix, seconded by Mr. Bryant, with Ms. Jones abstaining, the Board ratified the proposal for additional spring break staffing at a not to exceed amount of \$1,470 if needed, for River Glen Community Development District.

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**TWELFTH ORDER OF BUSINESS**

**Audience Comments and Supervisor Requests**

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Mr. Nix had comments regarding AT&T.

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There were no audience comments.

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**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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On a motion by Mr. Bryant, seconded by Ms. Gershowitz, with all in favor, the Board adjourned the meeting at 3:26 p.m. for River Glen Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# River Glen Community Development District

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District Office · St. Augustine, Florida, 32084.

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

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

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

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

The total items being presented:    **\$11,187.39**

## River Glen Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
COMCAST	20221130-3	8495 74 140 086032110/22	Clubhouse/TV/Phone/Internet 10/22	\$ 271.00
First Coast Contract Maintenance Service, LLC	20221110-D	7100 - D	Monthly Service 11/22	\$ 4,744.92
First Coast Contract Maintenance Service, LLC	20221110-D	7136 - D	Reimbursement for Purchases09 /22	\$ 1,315.37
Florida Power & Light Company	20221130-1	Monthly Summary 10/22.	Electric Services 10/22	\$ 3,611.43
JEA	20221130-4	4780546006 5/11	Irrigation & Water Services 10/22	\$ 1,143.86
Republic Services	20221130-2	0687-001265748	Waste Disposal Services 10/22	\$ 100.81
Report Total				\$ 11,187.39

# River Glen Community Development District

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District Office · St. Augustine, Florida, 32084

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## Operations and Maintenance Expenditures December 2022 For Board Approval

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

The total items being presented:    **\$81,239.99**

## River Glen Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Always Improving, LLC	100034	28646	Quarterly Preventative Maintenance 10/22	\$ 200.00
BrightView Landscape Services, Inc.	100035	8137283	Landscape Maintenance 11/22	\$ 8,125.00
BrightView Landscape Services, Inc.	100035	8155074	Weed Removal 10/22	\$ 5,342.40
BrightView Landscape Services, Inc.	100050	8175504	Install Mulch 11/22	\$ 10,440.00
BrightView Landscape Services, Inc.	100050	8175516	Irrigation Repairs 11/22	\$ 1,210.93
BrightView Landscape Services, Inc.	100050	8181232	Landscape Maintenance 12/22	\$ 8,125.00
Charles G. Moore	100036	CM111722	Board of Supervisors Meeting 11/17/22	\$ 200.00
COMCAST	20221231-2	8495 74 401 0038261 11/2	Clubhouse/TV/Phone/Internet 11/22	\$ 271.00
First Coast Contract Maintenance Service, LLC	100048	7193	Monthly Services 12/22!	\$ 4,744.92
First Coast Contract Maintenance Service, LLC	100048	7214	Reimbursable Expenses 10/22	\$ 2,490.22
Florida Power & Light Company	20221231-3	11/22 Monthly Summary	Electric Services 11/22	\$ 3,815.17
Greenpoint, Inc.	100044	16559	Landscape Maintenance 09/22	\$ 2,680.00
Greenpoint, Inc.	100046	18169	Landscape Maintenance 11/22	\$ 2,680.00
Greenpoint, Inc.	100046	18720	Landscape Maintenance 12/22	\$ 2,680.00

## River Glen Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
JEA	20221231-4	47805 46006 11/22	Autopa Irrigation & Water Services 11/22	\$ 1,414.24
Kutak Rock, LLP	100045	3141438	Legal Services 10/22	\$ 239.00
Nassau County Property Appraiser	100043	Non Ad Valorem Assessme	Non Ad Valorem Assessments FY22-23	\$ 6,502.00
News-Leader	100047	704154	Legal Advertising 12/22	\$ 272.15
Republic Services	20221231-1	0687-001273537 11/22	Waste Disposal Services 11/22	\$ 1.14
Rizzetta & Company, Inc.	100040	INV0000071954	Annual Assessment Roll	\$ 5,624.32
Rizzetta & Company, Inc.	100041	INV0000072643	District Management Services 11/22	\$ 6,034.25
Rizzetta & Company, Inc.	100042	INV00000723289	District Management Services 12/22	\$ 6,034.25
Solitude Lake Management, LLC	100038	PSI-25742	Lake & Pond Management Services 11/22	\$ 957.00
Solitude Lake Management, LLC	100049	PSI-32586	Lake & Pond Management Services 12/22	\$ 957.00
Steven Brian Nix	100039	SN111722	Board of Supervisors Meeting 11/17/22	\$ 200.00
Report Total				<u>\$ 81,239.99</u>



# River Glen Community Development District

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## Operations and Maintenance Expenditures January 2023 For Board Approval

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

The total items being presented: **\$57,325.87**

# River Glen Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100053	8175501	Install Annuals & Sod 11/22	\$ 1,066.62
BrightView Landscape Services, Inc.	100053	8217024	Install 50 Yards of Mulch in Playground 12/22	\$ 3,214.29
BrightView Landscape Services, Inc.	100053	8217031	Remove Tree 12/22	\$ 1,150.00
BrightView Landscape Services, Inc.	100053	8221685	Landscape Maintenance 01/23	\$ 8,125.00
BrightView Landscape Services, Inc.	100056	8229570	Install Turf 12/22	\$ 831.04
BrightView Landscape Services, Inc.	100056	8229571	Install Turf 12/22	\$ 5,085.35
BrightView Landscape Services, Inc.	100060	8156391	Clock Replacement at Front Gate 10/22	\$ 1,551.72
COMCAST	ACH	8495744010038261 12/22	Clubhouse/TV/Phone/Internet 1/23	\$ 286.00
First Coast Contract Maintenance Service, LLC	100054	7233	Monthly Services 1/23	\$ 4,744.92
First Coast Contract Maintenance Service, LLC	100054	7276	Reimbursable Expenses 11/22	\$ 431.00
First Coast Contract Maintenance Service, LLC	100057	7315	Reimbursable Expenses 12/22	\$ 11,126.66
Florida Department of Revenue	100061	Sales Tax 65-8016514515-	Sales Tax 12/22	\$ 45.37
Florida Power & Light Company	20230131-3	Monthly Summary 12/22	Electric Summary 12/22	\$ 4,261.60
Innersync Studio, Ltd	100058	20985	Website & Compliance Services 01/23	\$ 384.38

## River Glen Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
JEA	20230131-2	4780546006	01/23AutoPay Irrigation & Water Services 01/23	\$ 1,285.88
News-Leader	100052	738979	Legal Advertising 12/22	\$ 425.71
News-Leader	100055	738976	Legal Advertising 12/22	\$ 218.21
Republic Services	ACH	0687-001281772	Auto Pay Waste Disposal Services 01/23	\$ 100.87
Rizzetta & Company, Inc.	100051	INV0000074727	District Management Fees 01/23	\$ 6,034.25
Rizzetta & Company, Inc.	100059	INV0000074912	Dissemination Services FY 22-23	\$ 6,000.00
Solitude Lake Management, LLC	100062	PSI-42495	Lake & Pond Management Services 01/23	\$ 957.00
Report Total				<u>\$ 57,325.87</u>



Affiant offers this Affidavit in his or her capacity as \_\_\_\_\_ of D.R. Horton Inc. – Jacksonville (not individually).

DATED: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presences or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, as \_\_\_\_\_ of D.R. Horton Inc. – Jacksonville, a Delaware corporation, on behalf of the company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print or Stamp Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **D.R. Horton, Inc – Jacksonville**, a Delaware corporation, whose address for purposes hereof is 4220 Race Track Road, St. Johns, FL 32259 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **River Glen Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All water mains, water services between mains and water meters, meters, fire hydrants and all sewer mains, manholes, and sewer services between mains located within the right-of-ways in and for the development of River Glen Phase 3 all located on portions of the real property as shown on the plat known as River Glen Phase 3, recorded in the official records of Nassau County, Florida at Book 2573 Pages 1965-1968.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered in the presence of:

**D.R. HORTON, INC - JACKSONVILLE**  
a Florida limited liability company

Witnessed:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged, before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc - Jacksonville, a Delaware corporation, on behalf of the company, who is  personally known to me or  produced \_\_\_\_\_ as identification.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_





Affiant offers this Affidavit in his or her capacity as \_\_\_\_\_ of D.R. Horton Inc. – Jacksonville (not individually).

DATED: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presences or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, as \_\_\_\_\_ of D.R. Horton Inc. – Jacksonville, a Delaware corporation, on behalf of the company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print or Stamp Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **D.R. Horton, Inc – Jacksonville**, a Delaware corporation, whose address for purposes hereof is 4220 Race Track Road, St. Johns, FL 32259 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **River Glen Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All water mains, water services between mains and water meters, meters, fire hydrants and all sewer mains, manholes, and sewer services between mains located within the right-of-ways in and for the development of River Glen Phase 5B all located on portions of the real property as shown on the plat known as River Glen Phase 5B, recorded in the official records of Nassau County, Florida at Book 2574 Pages 93-96.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered in the presence of:

**D.R. HORTON, INC - JACKSONVILLE**  
a Florida limited liability company

Witnessed:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged, before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc - Jacksonville, a Delaware corporation, on behalf of the company, who is  personally known to me or  produced \_\_\_\_\_ as identification.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

\_\_\_\_\_

## **Tab 2**

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

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

WWW.RIVERGLEN.CDD.ORG

## Operation and Maintenance Expenditures

March 2023

Presented For Board Approval

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

The total items being presented: **\$44,498.63**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# River Glen Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Always Improving, LLC	100079	29341	Fitness Equipment Maintenance & Repair 02/23	\$ 215.00
BrightView Landscape Services, Inc.	100088	8303422	Landscape Maintenance 03/23	\$ 11,643.00
Charles G. Moore	100080	CM031623	Board of Supervisors Meeting 03/16/23	\$ 200.00
First Coast Contract Maintenance Service, LLC	100089	7377	Reimbursable Expenses 01/23	\$ 1,623.12
First Coast Contract Maintenance Service, LLC	100089	7418	Monthly Services 02/23	\$ 4,744.92
First Coast Contract Maintenance Service, LLC	100081	7465	Monthly Services 03/23	\$ 4,744.92
First Coast Contract Maintenance Service, LLC	100081	7492	Reimbursable Expenses 03/23	\$ 1,433.50
First Coast Contract Maintenance Service, LLC	100089	7502	Pressure Washing 03/23	\$ 252.50
First Coast Contract Maintenance Service, LLC	100089	7511	Remove Rebar & Install Rocks 03/23	\$ 125.00
Kimberly B Gershowitz	100082	KG031623	Board of Supervisors Meeting 03/16/23	\$ 200.00
Krystal Companies, LLC	100083	7047466	Pressure Wash Entrances 01/23	\$ 825.00
Kutak Rock, LLP	100084	3183177	Legal Services 01/23	\$ 1,982.68

# River Glen Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
News-Leader	100085	Ad #750018 03/01/23	Ad #750018 03/01/23	\$ 272.15
News-Leader	100085	Ad #750863 03/08/23	Legal Advertising 03/23	\$ 207.79
News-Leader	100085	Ad #751051 03/15/23	Legal Advertising 03/23	\$ 382.80
Precision Sidewalk Safety Corp.	100091	b-2288	Sidewalk Repairs 02/23	\$ 9,189.00
Republic Services	100086	0687-001301318	Waste Disposal Services 02/23	\$ 97.60
Republic Services	100090	0687-00139523	Waste Disposal Services 03/23	\$ 125.40
Rizzetta & Company, Inc.	100077	INV0000078076	District Management Fees 03/23 Board of Supervisors Meeting	\$ 6,034.25
Steven Lee Bryant, Jr.	100087	SB031623	03/16/23	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 44,498.63</u></b>

## **Tab 3**



# RIVER GLEN

## LANDSCAPE INSPECTION REPORT



March 31, 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 work on saving turf areas that we can, a mulch touch ups are needed.
- 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, diagnose & treat the Juniper. Remove dead material.
2. The Gold Mound Duranta at the main entrance were installed & look healthy. Turf was also installed but looks to have drought stress. Correct. (Pic 2)



3. In the same area, remove all weeds from the beds, hand pulling the taller weeds.
4. As you are most certainly aware, the Sago have African Scale. Try to slow their damage with a systemic insecticide.
5. In the same median bed area & property-wide, continue to prune all plants that are contacting structures, like walls or fencing.
6. Property-wide, treat all active ant mounds.

7. In the ROWs of RGP at the main entrance, continue treatment & nutrition plans for the Azaleas.

8. **Behind the north main entrance monument, remove the dead Pine branches that have fallen on the turf & hedge.**

9. **At the main entrance & property-wide, treat all Magnolias for insects. (Pic 9)**



10. **At the main entrance, diagnose & treat the declining Privet hedge.**

11. Property-wide, treat all joint expansion crack weeds.

12. At the main entrance behind the fencing, treat the mulched beds for weeds.



# RGP, Main Entrance & Edwards

13. Behind the monument in the north ROW of RGP, the plant material was pruned back. Thank you. Continue to maintain this progress.

14. In the beds along Edwards, the beds have been weeded (Thank You), **there are Ornamental Grasses that have died & have been overgrown with weeds & there is brush left in the beds from pruning events. Correct all of these issues for these beds as soon as possible. (Pic 14)**



15. **In the main entrance Annual Flower bed, replace dead units.**

16. At the main entrance, there was critter damage near the tower in the beds.

17. In the same area, remove the larger weeds growing through the shrubs, hand pulling the larger weeds.

18. Along both ROWs of RGP & other common areas, the turf beds have large bare areas. These areas appear to have been bare prior to the freeze events. Does the Brightview team have a recent soil analysis? If so, would you forward it to me? Due to the lack of coverage this area is a good candidate for replacement.

19. Inventory the missing Privets and report.

20. **In the beds along the pond to the south of the main entrance & behind 75070 Fern Creek, detail the beds as they are overrun. Weed, set strong bed lines, remove suckers & remove all debris/dead plant material. These beds are very unsightly and in a very visible area. (Pic 20)**



21. At the main entrance & along RGP, remove all vines from the shrubs & other plants.

22. In the south ROW of RGP just past the main entrance, try to fill in gopher/armadillo holes and disturbed turf.

23. In the same beds, see what can be done to stop the Dollar Weed encroachment.

24. In the same area, there was another vehicle that damaged district turf areas.

25. At the main entrance and along River Glen Parkway, prune the Palmetto in the beds along the pond that are overhanging the sidewalks. Thin these units out by removing at least 1/3 of the plant material or canes. Also, remove any large weeds, vines and encroaching grasses.

26. **Diagnose & take any corrective actions possible for the turf around the ponds that border Fern Creek.**



# RGP, Fern Creek & Amenities Center

27. Prune the hedges around the lift station to the east of the courts as they are getting a bit overgrown. (Pic 27)



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

29. At the Amenities Center, diagnose & treat the Privet hedge.

30. Correct as possible the dying turf areas surrounding the pool area & near the courts.

31. In the island of the Amenities Center cul-de-sac, there are bare turf areas that are increasing in size. Correct. Also, there are large, new Sedge blooms and new broadleaf weeds. Treat. (Pic 31)



32. At the Amenities Center NS behind the pool vac area, diagnose & treat the failing Feijoa hedge units.

33. In the SW corner of the pool deck area, prune an overgrowing Loropetalum.

34. In the same area, several Crape Myrtles were missed during this year's pruning event. Make sure to get them next winter.

35. In the same area, prune the dead material out of the Schilling's Holly.

36. Near the playground equipment, remove all weeds including the Vetch out of the Ornamental Grasses.

37. There is a broken irrigation head near the playground equipment. Repair. (Pic 37)



38. Near the court area, diagnose & treat the stressed Shrubs, Liriope & Coontie. Also, remove all weeds & vines from these beds.

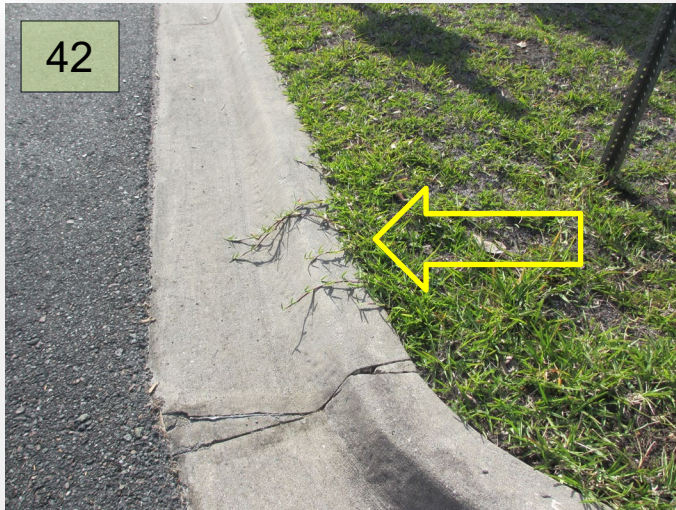
39. Vendor to schedule maintenance rotations to trim back **ALL** encroaching plant material along the natural area boundaries. Pruning should result in an even vertical edge of the natural areas at the actual proper boundaries.

40. Behind the pool deck, remove the dead Philodendron.



# Amenities Center

41. At the Lagoon Forest entrance, replace the dead Annual Flower units.
42. In the same area, edge the curb at the median island. The St Augustine runners are growing onto the road. (Pic 42)



43. In the same area, diagnose & treat the Privet hedge.
44. At the Lagoon Forrest entrance, keep all water flow structures clear and edge the sides.



# Tab 4

## 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      Mulch strip added around fences

Project Description      Grade and add mulch strip around chain link fences at the baseball and basketball area

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	SET	Grade down and turf around chain link and disposal of dirt that will be graded down	\$684.00	\$684.00
40.00	EACH	40 bags of - 3cf Gold Mulch Installed around the fences once the grading is complete	\$11.57	\$462.89

For internal use only

**SO#**                      8048968  
**JOB#**                    346700393  
**Service Line**        160

**Total Price**                      \$1,146.89

**THIS IS NOT AN INVOICE**

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

## TERMS & CONDITIONS

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

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

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

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

**Acceptance of this Contract**

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

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

Customer

	<b>Property Manager</b>
Signature	Title
<b>Lesley Gallagher</b>	<b>February 24, 2023</b>
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	<b>Account Manager</b>
Signature	Title
<b>Jesse Knaust</b>	<b>February 24, 2023</b>
Printed Name	Date

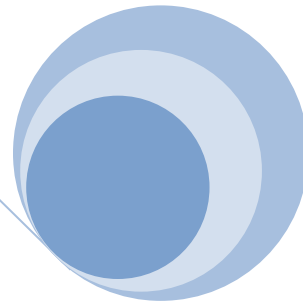
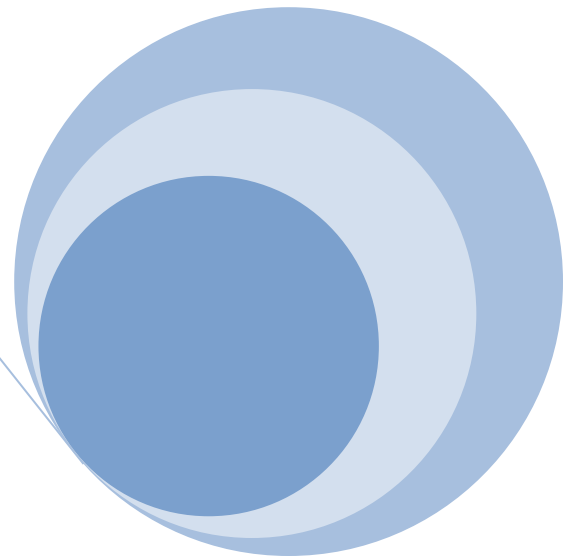
<b>Job #:</b>	<b>346700393</b>		
<b>SO #:</b>	<b>8048968</b>	<b>Proposed Price:</b>	<b>\$1,146.89</b>



## **Tab 5**



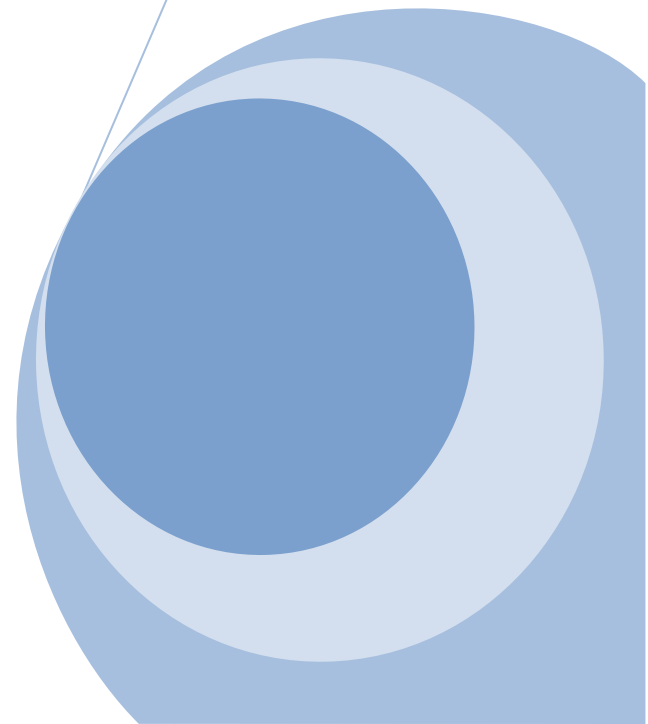
**First Coast**  
CMS



# River Glen Community Development District

Field Report April 2023

First Coast CMS LLC  
04/11/2023



## ***Swimming Pools***

At this time, there are a few issue regarding the pools.

## ***Facility Maintenance***

Additional tables for the picnic pavilion were ordered and assembled.

Basketball court resurfacing is scheduled to begin on April 11<sup>th</sup>

Benches of court were order and waiting on completion of court before placement.

Shade Sails above playground were damaged by wind. ShadeAmerica was able to make repairs after more than a month of being down. Reason for delay was given as staffing problems.

We still are getting a major influx of access card request

LED light bulbs for parking lot fixtures have arrived and will be installed as staff schedule allows

Basketball backboards were ordered and delivered to the site

The diaper changing station needed to be removed from wall due to partially falling out. We believe patrons were sitting on the changing station

We are still trying to find someone to handle drywall repairs, to make repairs to the men's bathroom were urinal divider once was.

# Tab 6



Pole Description	# Installed	# Removed
20' Fiberglass Pole	11	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): \_\_\_\_\_

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$52.15. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.  
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

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



**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
(Signature)

Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative



## **Tab 7**



Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

**Benefits of DeAngelo Contracting Services Programs are:**

- \* Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- \* Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- \* Management of border grass and weeds from the toe of the bank to the water's edge.
- \* Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- \* Post Treatment Reports providing details of work we performed.

**Additional service available from DCS:**

- \* Wetland planting, restoration, and maintenance
- \* Installation of Decorative Fountains and Aeration Systems
- \* Servicing Fountain and Aeration Systems
- \* Blue Dye / Water Clarity Treatment
- \* Turbidity Curtains and Weed Barriers
- \* Waterway and Wetland Consulting
- \* The creation of littoral and other native planting and sanctuary areas
- \* Permit processing for stocking of Triploid Grass Carp
- \* Stocking of Game fish and Triploid Grass Carp
- \* Comprehensive water testing

**Advantages of doing business with DeAngelo Contracting Services:**

- \* Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- \* Quick response to customer calls.
- \* Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- \* Where required, monthly management service reports for use in meetings and submission to government agencies.
- \* Educational presentations to interested groups.
- \* Our field crews are in uniforms with our company name embroidered identification.
- \* Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



**A q u a g e n i x**

A DCS Company

## **DCS AQUATIC MANAGEMENT PLUS AGREEMENT**

This agreement dated April 3, 2023, is made between DeAngelo Contracting Services and River Glen CDD as described as follows:

**River Glen CDD  
65084 River Glen Parkway  
Yulee, FL 32097**

**Attn: Lesley Gallagher – P: 904-436-6270 Ext.4637**

Both River Glen CDD and DCS agree to the following:

**1. Site Locations:**

DCS will provide aquatic management services on behalf of River Glen CDD in accordance with the terms and conditions of this Agreement for 1 fountain.

**2. Contract Services: River Glen CDD agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**

- Maintenance will include cleaning of the fountain body, float, nozzle(s), light lenses, intake screen and a inspection of the control panel.
- Parts are not included with the maintenance contract.
- Any issues discovered with the fountain(s) during the scheduled routine maintenance event will be reported to the customer along with a quote for all repairs.
- A eighty five (85) dollar per hour labor charge will be issued for any repairs or requests for inspection by the customer during the month's in-between the regularly scheduled maintenance months. This does not include any parts, only labor.
- A work order will be sent to the customer and must be signed and returned by the customer to Aquagenix before any inspections or repairs can take place

Annual Program Investment **\$2,000.00/annually for four (4) times per year which will be billed quarterly at \$500.00**

**Contract terms:**

The term of this Agreement is for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

**3. Automatic Renewal:**

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

**4. Safety:**

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

**5. Insurance:**

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

**6. Address Change:**

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

**7. Management Change:**

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

**8. Schedule of Payment and Penalties for past due invoices:**

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 North Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

**9. Default:**

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

**10. Termination Procedure:**

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 100 North Conahan Drive., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

**11. OTHER ITEMS: -**

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

**12. Contract Documents:**

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements  
DeAngelo Contracting Services

\_\_\_\_\_  
CUSTOMER

Julie Clements  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

4/3/2023  
DATE

\_\_\_\_\_  
DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

# Tab 8

**SERVICES CONTRACT**

CUSTOMER NAME: River Glen CDD

SUBMITTED TO: River Glen CDD - Attn: Lesley Gallgher

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

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Annual Maintenance Services for Pond Fifteen (16) Measuring Approximately 743 Perimeter Feet and 0.57 Acres.

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 **\$696.00**. SOLitude shall invoice Customer **\$58.00 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.

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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.

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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

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avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

**River Glen CDD**

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

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

**Please Mail All Contracts to:**

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

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**SCHEDULE A - SERVICES**  
**ANNUAL POND MANAGEMENT SERVICES**

Aquatic Weed Control: Pond 16

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

Shoreline Weed Control: Pond 16

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

Pond Algae Control: Pond 16

1. Pond will be inspected on a **two (2) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

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Trash Removal: Pond 16

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

Service Reporting:

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

Permitting (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 is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



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## **Tab 9**

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT AND RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RESETTING THE DATE OF THE PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, River Glen Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended; and

**WHEREAS**, Chapters 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of the District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the district follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Section 190.012, *Florida Statutes*; and

**WHEREAS**, the Board previously adopted Resolution 2023-06 setting a public hearing for March 16, 2023 at 2:00 p.m. at the River Glen Amenity Center, 65084 River Glen Parkway, Yulee, Florida 32097

**WHEREAS**, due to publication issues the District Manager reset the date of the public hearing to be held on Thursday, April 20, 2023, at 2:00 p.m., at the River Glen Amenity Center, 65084 River Glen Parkway, Yulee, Florida 32097, and has caused the notice of the public hearing, with the new date, to be published in a newspaper of general circulation in Nassau County, Florida, consistent with the requirements of Chapters 190, *Florida Statutes*; and

**WHEREAS**, the Board desires to ratify the District Manager’s actions in resetting the of the public hearing; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

**SECTION 1.** The actions of the District Manager in resetting the date of the public hearing and the District Secretary in publishing the notice of the public hearing are hereby ratified. Resolution 2023-06 is hereby amended to reflect that the public hearing is reset to Thursday, April 20, 2023, at 2:00 p.m., at the River Glen Amenity Center, 65084 River Glen Parkway, Yulee, Florida 32097.

**SECTION 2.** Except as otherwise provided herein, all of the provisions of Resolution 2023-06 continue in full force and effect.

**SECTION 3.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 4.** If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 20th day of April 2023.

**ATTEST:**

**RIVER GLEN COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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



**EXHIBIT A**

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

---

**In accordance with Chapter 190, Florida Statutes, and on April 20, 2023 at a duly noticed public meeting, the Board of Supervisors of the River Glen Community Development District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.**

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

**SECTION 2. DEFINITIONS.**

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

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

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

**SECTION 5. EXCEPTIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective date: April 20, 2023

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



January 23, 2023

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), OpenStreetMap contributors, and the GIS User Community



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

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