



Rizzetta & Company

River Glen Community Development District

**Board of Supervisors' Meeting
April 18, 2024**

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

www.riverglencdd.org

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

www.riverglencdd.org

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

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

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

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

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

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
River Glen Community
Development District

April 11, 2024

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **April 18, 2024 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 February 15, 2024.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for January & February 2024Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Inspection Report.....Tab 3
 - D. Landscape and Irrigation Report.....Tab 4
 - E. Amenity Manager Report – *(Under Separate Cover)*
 - 1.) Discussion Regarding Kayak Launch
 - F. District Manager
 - 1.) Solitude ReportTab 5
5. **BUSINESS ITEMS**
 - A. Consideration of Landscape Enhancement ProposalsTab 6
 - B. Consideration of Solitude Aquatic Maintenance Renewal Proposal.....Tab 7
 - C. Consideration of Solitude Mosquito Control Fish Proposal.....Tab 8
 - D. Consideration of Web Watchdogs Extended Warranty Renewal Proposal....Tab 9
 - E. Consideration of Resolution 2024-02; Regarding Enforcement of Traffic Laws, Requesting Exercise of County Jurisdiction and Providing for Severability and An Effective Date.....Tab 10
 - F. Consideration of DTS Agreement.....Tab 11
6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
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, February 15, 2024 at 2:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. The following is the agenda for the meeting.

Present and constituting a quorum:

Charles Moore	Board Supervisor, Chairman
Kimberly Gershowitz	Board Supervisor, Assistant Secretary
Debra Jones	Board Supervisor, Assistant Secretary
Steven Nix	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Kyle Magee	District Counsel, Kutak Rock, LLP (via speakerphone)
Dan McCranie	District Engineer, McCranie Engineers (via speakerphone)
Tony Shiver	President, First Coast CMS
Rodney Hicks	BrightView Landscape (via speakerphone)
Bryan Schaub	Landscape Specialist, Rizzetta & Company, Inc. (via speakerphone)

Audience members present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher called the meeting to order at 2:01 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No comments.

47 **THIRD ORDER OF BUSINESS**

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

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

50
51 **FOURTH ORDER OF BUSINESS**

**Ratification of Operation and Maintenance
Expenditures for October, November &
December 2023**

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On a motion by Mr. Moore, seconded by Ms. Gershowtiz, with all in favor, the Board ratified the Operation and Maintenance Expenditures for October 2023 in the amount of \$29,670.88, November 2023 in the amount of \$93,733.12, and December 2023 in the amount of \$35,489.56, for River Glen Community Development District.

55
56 **FIFTH ORDER OF BUSINESS**

Staff Reports

- 57
58 A. District Counsel
59 Mr. Magee reviewed the new ethics requirements beginning 2024 for Board
60 Supervisors and noted that this would be reported on the July 2025 Form 1.
61
62 The Board tabled any further discussion regarding the District pursuing
63 being designated a golf cart community.
64
65 B. District Engineer
66 Mr. McCranie updated the Board that he was requested to review two areas
67 that were reported to have voids forming. One is adjacent to lot 297 in phase
68 2 and the District Manager has contacted the developer regarding this being
69 repaired under warranty by their subcontractor. The second is a structure on
70 Fern Creek that appears to be undermined that had been previously
71 repaired.
72
73 Mr. Shiver also noted an area that needed to be reviewed along River Glen
74 Parkway.
75
76 C. Landscape Inspection Report
77 Mr. Schaub reviewed his report found under tab 3.
78
79 BrightView noted that they would resod the area that the irrigation repair
80 took place on the first corner at River Glen Parkway.
81
82 D. Landscape and Irrigation Report
83 1. Brightview Landscape Report

84 Mr. Hicks noted that they would bring ideas and renderings for the
85 entry with proposals to a future meeting to help deter individuals
86 from parking on the grass.

87
88 He also noted that they will fertilize the crepe myrtles.

89
90 2. Consideration of Enhancement Proposals

91 The Board reviewed 4 proposals for enhancements.

92
93 On a motion by Ms. Gershowitz, seconded by Mr. Moore, with all in favor, the Board
approved the Bahia installation proposal at the former model home in the amount of
\$2,449.20, for River Glen Community Development District.

94 On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board
approved the Pine Straw installation proposal of 250 bales in the amount of \$2,000.00,
for River Glen Community Development District.

95 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved
the Mulch installation proposal for 180 yards of gold mulch in the amount of \$10,440.00,
for River Glen Community Development District.

96 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved
the Grass Bed and Crepe Myrtle proposal in the amount of \$3,365.10, for River Glen
Community Development District.

97
98 Concerns were raised about an area just past the mailboxes, Ms. Gallagher will confirm
99 if this is CDD property and part of the current scope.

100
101 E. Amenity Manager Report

102 Mr. Shiver updated the Board regarding electrical issues at the entry and
103 reviewed his report found under tab 5. He also noted that the rockers at the
104 playground will need to be replaced and he is waiting on a proposal from
105 Southern Recreation. He then reviewed that he has received two proposals
106 for pavement repairs at the amenity center entry, on Lagoon Forest from
107 what appears to be a hydraulic fluid spill and at the second entry following
108 the vehicle fire.

109
110 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved
the First Coast Asphalt Solutions proposal in the amount of \$4395.28, for River Glen
Community Development District.

111
112 Mr. Shiver then updated the Board that the bike rack was installed at the

113 second entry but asked the Board to review other possible locations and
114 make recommendations at the next meeting.
115

116 Mr. Shiver will be installing the sign with map at the kayak launch path. He
117 has been working on trying to have the light at the mailbox repaired under
118 warranty but it may need to be replaced.
119

120 Speed limit sign locations going into the new phase (4 in total) were requested.
121 District Staff will work with Mr. McCranie on any Nassau County approvals
122 needed.
123

124 It was requested that JEA be contacted about the deteriorating fire hydrant
125 appearance throughout the community.
126

- 127 1. Discussion Regarding Kayak Launch
128 No recent vandalism has been reported here and therefore no further
129 action is needed at this time.
130

131 F. District Manager

- 132
133 1. Solitude Report
134 Ms. Gallagher updated the Board that the mailbox has finally been
135 repaired, that the DR 504 annual filing was taking place and that
136 DR Horton had indicated that they would be replacing the failing
137 trees at the lift station in the new phase.
138

139 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01;
Conducting the General Election**

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141
142 Ms. Gallagher noted the qualification period as noon June 10th through noon June 14th 2024..
143

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved Resolution 2024-01; Conducting the General Election, for River Glen Community Development District.

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145 **SEVENTH ORDER OF BUSINESS**

**Consideration of Pressure Washing
Proposals**

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On a motion by Ms. Gershowitz, seconded by Mr. Moore, with all in favor, the Board approved the Krystal Klean pressure washing proposal in the amount of \$1,125.00, for River Glen Community Development District.

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151 **EIGHTH ORDER OF BUSINESS**

Consideration of Treadmill Removal &

Replacement Proposals

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board approved the proposal from Fitness Pro for the True TC 400 treadmill in the amount of \$5,235.00, for River Glen Community Development District.

NINTH ORDER OF BUSINESS

**Ratification of Insurance Endorsement
Adding Kayak Area Property**

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board ratified the additional property at the kayak launch being added to the current insurance policy with a premium of \$4,165.00, for River Glen Community Development District.

TENTH ORDER OF BUSINESS

**Review of HOA Request (under separate
cover)**

Ms. Gallagher updated the Board that HOA requests were received on the following items:

Special Events

Marquee Sign

Street Parking

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board authorized the HOA sponsored special events at the facility to be open to the full community and noted that these must be reviewed and coordinated through the amenity manager, for River Glen Community Development District.

The CDD Board requested that a special events line be included with the proposed budget for Fiscal Year 2024/2025 also.

It was noted that the request for a marquee sign was no longer needed.

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board authorized HOA 2 to enforce their covenants and restrictions on CDD roads subject to an agreement being put in place, for River Glen Community Development District.

District Staff would forward examples of agreements used in other communities for HOA Counsel to review and draft an agreement to come back to the Board.

ELEVENTH ORDER OF BUSINESS

Audience Comments and Supervisor

Requests

Supervisors:

There were no supervisor comments.

Audience:

Audience comments were heard on:

Pickleball and tennis court timers and fencing, storm drain cleaning, status of the community library being donated.

On a motion by Mr. Moore, seconded by Ms. Gershowitz, with all in favor, the Board authorized District Staff to purchase and install a community mailbox at a not to exceed amount of \$750.00 and the location to be at the mailboxes, for River Glen Community Development District.

The Board also heard requests for landscape enhancements to be considered for phase 2 – Exhibit A. Staff was directed to include phase 2 enhancements for consideration with the proposed budget and it was noted that the enhancement areas may be limited due to the lack of irrigation in this phase.

The Audience exited the meeting and the board moved into the closed session regarding security.

TWELFTH ORDER OF BUSINESS

Discussion Regarding Off Duty Deputies

**Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.071(3) of the Florida Statutes.*

The Board reviewed the cost of Nassau County off duty deputies. District Counsel noted that Florida Statute 30.2905 may require the district have an employer liability policy in place for this. Discussion ensued.

On a motion by Mr. Nix, seconded by Ms. Gershowitz, with all in favor, the Board authorized the expense of \$200.00 per week for deputies for up to 5 weeks, for River Glen Community Development District.

On a motion by Mr. Nix, seconded by Ms. Gershowitz, with all in favor, the Board authorized the Chairman to review the proposal for employer liability insurance if it was

determined through the insurance company that this was required, for River Glen Community Development District.

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There were no public participants waiting to rejoin the meeting following the closed security session.

THIRTEENTH ORDER OF BUSINESS Adjournment

On a motion by Ms. Gershowitz, seconded by Mr. Nix, with all in favor, the Board adjourned the meeting at 4:25 p.m. for River Glen Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT A

To the attention of the River Glen CDD Board,

We as a group of homeowners in River Glen phase 2 have concerns about the aesthetic transition from phase 1 to phase 2.

As you enter River Glen, you see attractive common areas along both sides of River Glen Parkway all the way to the Amenities Center. This includes treated and irrigated St. Augustine grass, trees (pine, oak, magnolia, and crepe myrtle), shrubs and grasses.



As River Glen Parkway transitions into phase 2, there is a complete lack of this landscaping. It almost appears as you are entering a different, less attractive, less cared for, community.



What we would like to see is a continuation of this same type of landscaping entering phase 2. This continuity would make the whole community seem as one.

Homeowners in both phases of River Glen pay into the CDD, with the majority of funds coming from phase 2, as there are more homes in the second phase. We all pay the same amount of Operational and Maintenance fees.

Phase 2 should reap the same benefits, ie: attractive landscaping along River Glen Parkway, as phase 1.

Amelia Walk and other communities nearby have more than one phase and landscaping throughout to connect the phases.

We are asking for your consideration in this matter. This group of concerned homeowners would be happy to walk the areas with you, if necessary.

Thank you,

Kimberly Talley

66076 Edgewater Dr.

Pat-Ewouds-Tomford

65562 Bowfin Spring Ct.

Matthew Barrette

65565 Bowfin Spring Ct.

Alexis Tate

65554 Bowfin Spring Ct.

Susan Noonan

70558 Winding River Dr.

Carol and John McDonald

75463 Bridgewater Dr.

Tab 2

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

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

WWW.RIVERGLEN.CDD.ORG

Operation and Maintenance Expenditures January 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$54,090.09**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

River Glen Community Development District

Paid Operation & Maintenance Expenditures
January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc.	100229	171692	Bollard Repair 12/23	\$ 1,485.00
BrightView Landscape Services, Inc.	100230	8724691	Drop Large Pine in Preserve 12/23	\$ 580.00
BrightView Landscape Services, Inc.	100230	8729893	Landscape Maintenance 01/24	\$ 14,299.00
BrightView Landscape Services, Inc.	100238	8753607	Irrigation Repairs 01/24	\$ 1,900.00
BrightView Landscape Services, Inc.	100238	8759053	Install Annuals & Soil 01/24	\$ 1,089.00
Comcast	ACH	8495 74 401 0038261 01/24	Clubhouse/TV/Phone/Internet 01/24	\$ 299.00
Egis Insurance Advisors, LLC	100227	20873	Policy #100123663 10/01/2023-10/01/2024 Package - Add New	\$ 4,165.00
First Coast Contract Maintenance Service, LLC	100228	8221	Management Services 01/24	\$ 5,218.89
First Coast Contract Maintenance Service, LLC	100232	8260	Reimbursable Expenses 12/23	\$ 4,015.96
Florida Department of Revenue	100231	55-8018810364-5 12/23	Sales Tax 12/23	\$ 110.27
Florida Power & Light Company	ACH	Monthly Summary 12/23 ACH FPL	Electric Services 12/23	\$ 4,405.05
Innersync Studio, Ltd	100233	21904	Website & Compliance Services 01/24	\$ 384.38

River Glen Community Development District

Paid Operation & Maintenance Expenditures
January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
JEA	ACH	4780546006 12/23 ACH	Water-Irrigation Services 12/23	\$ 717.28
Kutak Rock, LLP	100234	3329101	Legal Services 11/23	\$ 1,196.00
McCranie & Associates, Inc.	100235	4906	Engineering Services 12/23	\$ 600.00
Republic Services	ACH	0687-001382567 ACH	Waste Disposal Services 01/24	\$ 184.75
Rizzetta & Company, Inc.	100225	INV0000086412	Annual Dissemination Services 01/24	\$ 6,000.00
Rizzetta & Company, Inc.	100226	INV0000086510	District Management Fees 01/24	\$ 6,443.51
Solitude Lake Management, LLC	100237	PSI038397	Lake & Pond Management Services 01/24	<u>\$ 997.00</u>
Report Total				<u>\$ 54,090.09</u>

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

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

WWW.RIVERGLEN.CDD.ORG

Operation and Maintenance Expenditures February 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$38,496.91**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

River Glen Community Development District

Paid Operation & Maintenance Expenditures
February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100243	8763489	Landscape Maintenance 02/24	\$ 14,299.00
Charles G. Moore	100247	CM021524	Board of Supervisors Meeting 02/15/24	\$ 200.00
COMCAST	Comcast02212024	8495 74 401 0038261 02/24	Clubhouse/TV/Phone/Internet 02/24	\$ 299.00
Debra A Jones	100248	DJ021524	Board of Supervisors Meeting 02/15/24	\$ 200.00
First Coast Contract Maintenance Service, LLC	100240	8289	Management Services 02/24	\$ 5,218.89
Florida Department of Revenue	100246	55-8018810364-5 01/24	Sales Tax 01/24	\$ 0.38
Florida Power & Light Company	FPL02212024	Monthly Summary 01/24 Ach	Electric Services 01/24	\$ 4,192.96
JEA	JEA02232024	4780546006 01/24 Autopay	Water-Irrigation Services 01/24	\$ 550.75
Kimberly B Gershowitz	100249	KG021524	Board of Supervisors Meeting 02/15/24	\$ 200.00
Kutak Rock, LLP	100241	3311810	Legal Services 10/23	\$ 340.00
Kutak Rock, LLP	100241	3342389	Legal Services 12/23	\$ 212.50
News-Leader	100244	798759 01/24/24	Legal Advertising 01/24	\$ 287.68

River Glen Community Development District

Paid Operation & Maintenance Expenditures
February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
OnSight Industries LLC	100250	407573	Final Balance Due - Mailbox Install 02/24	\$ 1,576.50
Republic Services	RS02062024	0687-001391427 Autopay	Waste Disposal Services 02/24	\$ 181.74
Rizzetta & Company, Inc.	100239	INV0000087128	District Management Fees 02/24	\$ 6,443.51
Solitude Lake Management, LLC	100242	PSI030425	Lake & Pond Management Services 12/23	\$ 997.00
Solitude Lake Management, LLC	100245	PSI045577	Lake & Pond Management Service 02/24	\$ 1,522.00
Solitude Lake Management, LLC	100245	PSI050364	Lake & Pond Management Services 01/24-B	\$ 525.00
Solitude Lake Management, LLC	100245	PSI050378	Lake & Pond Management Services 11/23-B	\$ 525.00
Solitude Lake Management, LLC	100245	PSI050379	Lake & Pond Management Services 12/23-B	\$ 525.00
Steven Brian Nix	100251	SN021524	Board of Supervisors Meeting 02/15/24	\$ <u>200.00</u>
Report Total				\$ <u>38,496.91</u>

Tab 3

RIVER GLEN

LANDSCAPE INSPECTION REPORT



April 4, 2024

Rizzetta & Company

Justin Fisher – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

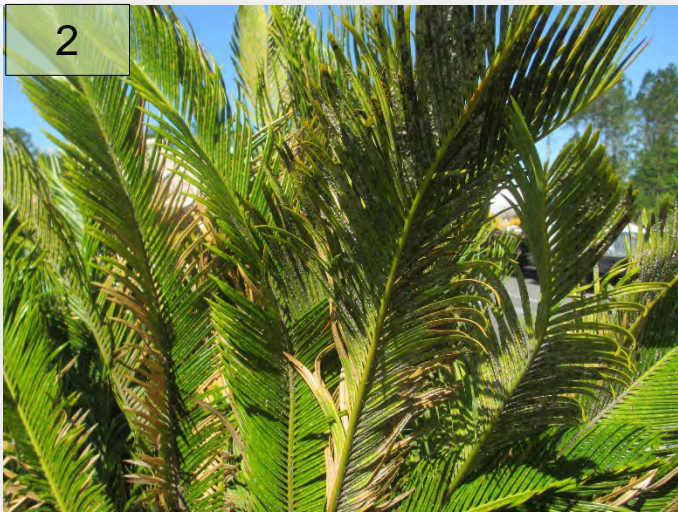
Summary, Main Entrance & RGP

General Updates, Recent & Upcoming Maintenance Events

- Complete monthly wet checks on the irrigation system & send in regular reports.
- Upcoming fertilization events for beds, turf 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 median island, continue to remove weeds in the Juniper.
2. At the main entrance, may need additional treatment regarding the Scale on the Sago. (Pic 2)
6. At the main entrance, annuals have been trampled. Need to be replaced.
7. At main entrance, turf has been damaged by recent irrigation drilling. (Pic 7)



3. At the main entrance Christmas lights remain on palms on both sides of entrance. Must be removed. (Pic 3 >)
4. **In the south ROW of RGP at the main entrance, improve the condition of the newly installed turf & remove all weeds. This turf needs to be replaced.**
5. Property-wide, treat all ant mounds.



RGP & Amenities Center

8. **In the main entrance median monument planter, several of the Gold Mound Duranta are missing from death or theft. Replace.**



9. **At the main entrance, mostly Pine in both ROWs, remove dead branches, that are under proscribed height. Submit a proposal for higher branches. Falling hazard. (Pic 9)**



12. Along RGP at the baseball field, continue to prune the dead material out of the Schillings Holly & continue to treat for Leaf Spot.
13. Schedule a rotation to remove all seed pods & brown fronds from all palms.
14. In the foundation beds for the tennis courts, weed hand pulling larger weeds, prune Ornamental Grasses/shrubs & set strong bed lines. Looks as if this was addressed. Great job.
15. Junipers near parking lot are thinning/dying. Recommend removal property wide.(Pic 15)



16. **Detail the beds along the pond between Fern Creek & RGP. Include weeding, vine removal, pruning to achieve plant separation, removing suckers & setting strong bed lines.**

10. Property wide treat all expansion joint crack weeds.

17. Remove moss property wide to proscribed height per scope of contract.

11. In the island across RGP from Fern Creek, when the weather is better, diagnose & take corrective actions to improve the color and vigor of the turf.

18. The Indian Hawthorne behind clubhouse should be replaced.

RGP & Amenities Center

19. Part of the hedges were pruned at the lift station. Remove the volunteer Wax Myrtles. Only R side was addressed. Problem remains on L side. (Pic 19)



23. At the newest lift station, I am still seeing wet conditions in the beds and the soil moisture content is too high. Investigate to determine cause of excess moisture. Report all findings to the DM.

24. In the same area, remove the tree that has fallen into the maintained areas.

25. At Lagoon Forest lift station, damage to turf from vehicle. Appears to be a large vehicle not mower. (Pic 25)



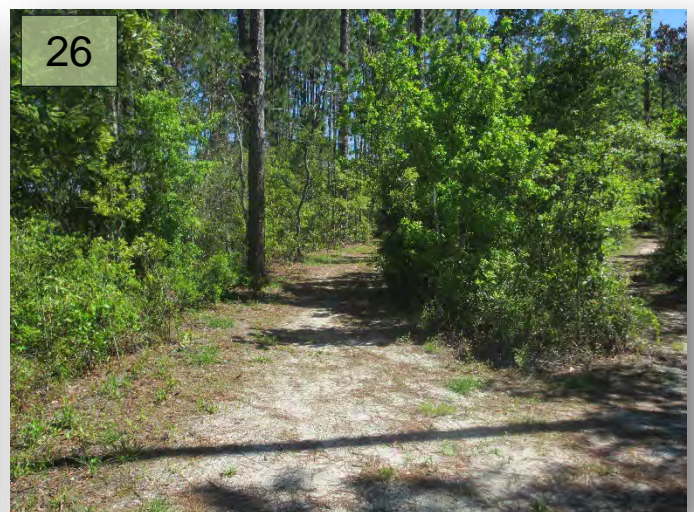
20. The maintenance strips were installed around the fencing for the ball fields & courts. The strips weren't beveled. The mulch is under an inch in depth. Correct & Weed.

21. Property-wide, lift all trees to the Scope heights & FDOT standards.

22. At the newest lift station, more plants are dead and/or dying. Diagnose, report & replace. (Pic 22)



26. Keep up regular maintenance on the walking trails behind the kayak launch. Trail looks well groomed. Long grass and weeds were trimmed. Great job Brightview. (Pic 26)



RGP & Amenities Center

27. At Lagoon Forest entrance, annuals looked healthy, shrubs were trimmed. Great Job Brightview. (Pic 27)



32. At Lagoon Forest entrance in the north ROW, remove and replace the newly installed Privet shrub that has died. (Pic 32)



28. At the Lagoon Forest lift station, detail the beds including weeding and setting strong bed lines. Also, submit the proposal to remove the old bed edges & replace.

29. In the beds along Edwards, now that the Ornamental Grasses are pruned, it is a great time to treat the underlying weeds.

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

31. In the east ROW of Edwards between the two entrances, a tree has fallen from the natural area into the maintained area. Please, remove.



Proposals

1. Brightview to generate a proposal to remove the old bed wood boarder and replace with new material. Include prep, clean up, disposal, soil, mulch and any irrigation repairs or adjustments. (Pic 1 >)



Tab 4



Quality Site Assessment

Prepared for: River Glen CDD

General Information

DATE: Tuesday, Apr 09, 2024
NEXT QSA DATE: Tuesday, Jul 09, 2024
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Royce Peaden

Customer Focus Areas

Entrance, Amenity Center and Ball Field

Quality you can count on.

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

Maintenance Items



- 1** Winter annuals are ready to be changed. With approval we will schedule Spring annuals install and soil installation.
- 2** Fresh mulch is being installed throughout community. Pinestraw recently installed.
- 3** One Ligustrum near the secondary entrance appears to have been killed by a chemical application. Crew should remove this.
- 4** Vetch is infesting many of the ornamental grasses across property frontage and at main entrance. Selective herbicide application is scheduled to treat weed growth.

Maintenance Items



5 Crew has begun the summer maintenance schedule and will be mowing areas weekly throughout the summer. Recent rain has left areas un-mowed due to wet turf conditions.



6 Four Pinestraw beds along River Glen Pkwy were missed. These will be addressed

Tab 5

Service Report



Work Order 00533085
Work Order 00533085
Number
Created Date 4/8/2024

Account River Glen CDD
Contact Lesley Gallagher
Address River Glen Parkway And Edwards Road
Yulee, FL 32097

Work Details

Specialist Inspected fountain in pond 1, it was not
Comments to functioning. I could not access panel for the timer
Customer and tried turning it off and on. I will notify the
fountain tech. Thank you!
Prepared By Sage Woods

Work Order Assets

Asset	Status	Product Work Type
Fountain 1 - Pond 1	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Fountain 1 - Pond 1	LIGHTING INSPECTION (IF APPLICABLE)	
Fountain 1 - Pond 1	PANEL COMPONENT CHECK	
Fountain 1 - Pond 1	FOUNTAIN FUNCTIONALITY	Inspected
Fountain 1 - Pond 1	CHECK POWER CABLE	
Fountain 1 - Pond 1		Inspected

Tab 6

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	Main Boulevard/Fern Creek - Repair damaged sod area following large water main repair		
Project Description	Main Boulevard/Fern Creek - Repair damaged sod area following large water main repair		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Material Deliver, Staging	\$410.40	\$410.40
1.00	EACH	Prep/grading of damaged sod areas	\$684.00	\$684.00
4.00	EACH	Installation of St. Augustingrass - 2000 sq ft	\$545.70	\$2,182.80
1.00	EACH	Irrigation Technician	\$748.44	\$748.44

Images

fern creek 1



For internal use only

SO# 8381074
JOB# 346108393
Service Line 130

Total Price \$4,025.64

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

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Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 09, 2024
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature	Title
Royce Peaden	April 09, 2024
Printed Name	Date

Job #:	346108393		
SO #:	8381074	Proposed Price:	\$4,025.64

Proposal for Extra Work at River Glen CDD

Property Name	River Glen CDD	Contact	Lesley Gallagher
Property Address	65137 River Glen Pkwy Yulee, FL 32097	To	River Glen CDD
		Billing Address	3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Repair Utility Damage at entrance side of main entrance
 Project Description Repair Utility Damage at entrance side of main entrance

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Material Deliver, Staging	\$547.20	\$547.20
1.00	EACH	Prep/grading of damaged sod areas	\$820.80	\$820.80
4.00	EACH	Installation of St. Augustingrass - 2000 sq ft	\$545.70	\$2,182.80
1.00	EACH	Irrigation Technician	\$831.60	\$831.60

Images

rg damage 1



rg damage 2



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 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

Proposal for Extra Work at River Glen CDD

rg damage 3



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SO# 8381067
JOB# 346108393
Service Line 130

Total Price \$4,382.40

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Customer

		Property Manager
Signature		Title
Lesley Gallagher		April 09, 2024
Printed Name		Date

BrightView Landscape Services, Inc. "Contractor"

		Account Manager - Exterior
Signature		Title
Royce Peaden		April 09, 2024
Printed Name		Date

Job #:	346108393		
SO #:	8381067	Proposed Price:	\$4,382.40

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 Pool Entry Area - replace damaged sod; remove small Juniper bed at entry

Project Description Pool Entry Area - replace damaged sod; remove small Juniper bed at entry

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Material Deliver, Staging	\$410.40	\$410.40
1.00	EACH	Prep/grading of damaged sod areas	\$410.40	\$410.40
4.00	EACH	Shredded mulch - gold - installed	\$10.65	\$42.60
1.00	EACH	Installation of St. Augustingrass - 500 sq ft	\$545.70	\$545.70
1.00	EACH	Irrigation Technician	\$332.64	\$332.64

Images

pool entry 1



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SO# 8381076
JOB# 346108393
Service Line 130

Total Price \$1,741.74

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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		Property Manager
Signature		Title
Lesley Gallagher		April 09, 2024
Printed Name		Date

BrightView Landscape Services, Inc. "Contractor"

		Account Manager - Exterior
Signature		Title
Royce Peaden		April 09, 2024
Printed Name		Date

Job #:	346108393		
SO #:	8381076	Proposed Price:	\$1,741.74

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	Pool area - lower grade of two beds between main and kids' pool to prevent mulch erosion		
Project Description	Pool area - lower grade of two beds between main and kids' pool to prevent mulch erosion		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Delivery, Staging, Travel	\$273.60	\$273.60
1.00	EACH	Removal of existing plant material in finger portion of beds and reduction of grade by approximately 6" - Aproximately 2 CY of soil removed	\$273.60	\$273.60
15.00	EACH	Shredded gold mulch - installed	\$11.24	\$168.53

For internal use only

SO# 8381079
JOB# 346108393
Service Line 130

Total Price \$715.73

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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.

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

Customer

		Property Manager	
Signature		Title	
Lesley Gallagher		April 09, 2024	
Printed Name		Date	
BrightView Landscape Services, Inc. "Contractor"			
		Account Manager - Exterior	
Signature		Title	
Royce Peaden		April 09, 2024	
Printed Name		Date	
Job #:	346108393		
SO #:	8381079	Proposed Price:	\$715.73

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 Sports Field Area - pricing to aerate, top dress, and seed field area

Project Description Sports Field Area - pricing to aerate, top dress, and seed field area

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Aeration of approximately 55000 sq ft of activity area - promotes drainage and root growth	\$1,087.50	\$1,087.50
1.00	LUMP SUM	Top Dressing - addition of approximately 0.1-0.25" of sand - promotes drainage and root growth; aids in seed germination	\$8,047.50	\$8,047.50
1.00	LUMP SUM	Overseed with Bermuda - promote Bermuda growth in activity field area	\$1,740.00	\$1,740.00

Images

activity field area



For internal use only

SO# 8381188
JOB# 346108393
Service Line 807350004

Total Price \$10,875.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

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

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Customer

Property Manager

Signature Title

Lesley Gallagher
Printed Name

April 09, 2024
Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager - Exterior

Signature Title

Royce Peaden
Printed Name

April 09, 2024
Date

Job #: 346108393

SO #: 8381188

Proposed Price: \$10,875.00

Proposal for Extra Work at River Glen CDD

Property Name	River Glen CDD	Contact	Lesley Gallagher
Property Address	65137 River Glen Pkwy Yulee, FL 32097	To Billing Address	River Glen CDD 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Kayak Launch - convert bahia sod to St. Augustinegrass
Project Description Kayak Launch - convert bahia sod to St. Augustinegrass

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Delivery, Staging	\$820.80	\$820.80
20.00	EACH	St. Augustingrass installed - 10000 sq ft	\$423.39	\$8,467.76
1.00	EACH	Prep for installation of new sod; including herbicide application to kill existing turf/weed growth	\$4,104.00	\$4,104.00
1.00	EACH	Area already has existing irrigation; retrofit and adjustment to ensure proper coverage and provide programming	\$1,704.00	\$1,704.00

Images

kayak launch



For internal use only

SO# 8381109
JOB# 346108393
Service Line 130

Total Price \$15,096.56

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 09, 2024
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature	Title
Royce Peaden	April 09, 2024
Printed Name	Date

Job #:	346108393		
SO #:	8381109	Proposed Price:	\$15,096.56

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	Installation of Irrigation zones and valves; install St. Augustingrass at Winding River Dr walkway		
Project Description	Installation of Irrigation zones and valves; install St. Augustingrass at Winding River Dr walkway		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Delivery, Staging	\$820.80	\$820.80
6.00	EACH	St. Augustingrass installed - 3000 sq ft	\$423.39	\$2,540.33
1.00	EACH	Prep for installation of new sod; including herbicide application to kill existing turf/weed growth	\$1,231.20	\$1,231.20
1.00	EACH	Installation of 2 irrigation zones to provide coverage for installed turf	\$6,840.00	\$6,840.00
1.00	EACH	***Please note - installation of irrigation reclaimed meter is necessary from JEA and is not included in proposed pricing***	\$0.00	\$0.00

Images

Winding River Dr



For internal use only

SO# 8381097
JOB# 346108393
Service Line 130

Total Price \$11,432.33

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

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Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 09, 2024
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature	Title
Royce Peaden	April 09, 2024
Printed Name	Date

Job #:	346108393		
SO #:	8381097	Proposed Price:	\$11,432.33

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 Installation of Irrigation zones and valves; install St. Augustinegrass Mailbox Kiosk Area

Project Description Installation of Irrigation zones and valves; install St. Augustinegrass Mailbox Kiosk Area

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Delivery, Staging	\$760.00	\$760.00
11.00	EACH	St. Augustingrass installed - 5500 sq ft	\$423.39	\$4,657.27
1.00	EACH	Prep for installation of new sod; including herbicide application to kill existing turf/weed growth	\$2,257.20	\$2,257.20
1.00	EACH	Installation of 3 irrigation zones to provide coverage for installed turf	\$10,260.00	\$10,260.00
1.00	EACH	***Please note - installation of irrigation reclaimed meter is necessary from JEA and is not included in proposed pricing***	\$0.00	\$0.00

Images

mailbox kiosk area



For internal use only

SO# 8381125
JOB# 346108393
Service Line 130

Total Price \$17,934.47

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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

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

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

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

Acceptance of this Contract

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

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

Customer

		Property Manager
Signature		Title
Lesley Gallagher		April 09, 2024
Printed Name		Date

BrightView Landscape Services, Inc. "Contractor"

		Account Manager - Exterior
Signature		Title
Royce Peaden		April 09, 2024
Printed Name		Date

Job #:	346108393		
SO #:	8381125	Proposed Price:	\$17,934.47

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 BUDGETARY PRICING - Installation of Plant beds in Phase 2 Common areas

Project Description PRICING Representative of a 800 sq ft bed space installed with irrigation -
Pricing is per area/bed

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Travel, Delivery, Staging	\$410.40	\$410.40
1.00	EACH	Prep for installation of new bed area; including herbicide application to kill existing turf/weed growth	\$820.80	\$820.80
90.00	EACH	3 gal Plant material - installed	\$22.47	\$2,022.30
100.00	EACH	Shredded gold mulch - installed	\$11.24	\$1,123.50
1.00	EACH	Installation of 1 irrigation zones to provide coverage for installed turf	\$3,420.00	\$3,420.00
1.00	EACH	***Please note - installation of irrigation reclaimed meter is necessary from JEA and is not included in proposed pricing***	\$0.00	\$0.00

Images

edgewater



bridgewater



THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

Proposal for Extra Work at River Glen CDD

river glen pkwy



For internal use only

SO# 8381146
JOB# 346108393
Service Line 130

Total Price \$7,797.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

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

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

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

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible 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.

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Customer

Property Manager

Signature Title

Lesley Gallagher

April 09, 2024

Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager - Exterior

Signature Title

Royce Peaden

April 09, 2024

Printed Name Date

Job #: 346108393

SO #: 8381146

Proposed Price: \$7,797.00

Tab 7

SERVICES CONTRACT

CUSTOMER NAME: River Glen CDD

SUBMITTED TO: River Glen CDD - Attn: Lesley Gallagher

CONTRACT EFFECTIVE DATE: May 1, 2024, through April 30, 2025

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SERVICES: Annual Maintenance Services Renewal Agreement for River Glen CDD Ponds / Lakes 1 through 16.

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 **\$18,264.00**. SOLitude shall invoice Customer **\$1,522.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) 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

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

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

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

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

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

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

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

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

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

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

River Glen CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

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

Please Mail All Contracts to:

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

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SCHEDULE A - ANNUAL MANAGEMENT SERVICES

Aquatic Weed Control:

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

Shoreline Weed Control:

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

Lake Algae Control:

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

Trash Removal:

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

Service Reporting:

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

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General Qualifications:

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

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Tab 8

SERVICES CONTRACT

CUSTOMER NAME: River Glen CDD

SUBMITTED TO: River Glen CDD - Attn: Lesley Gallagher

CONTRACT DATE: April 5, 2024

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SPECIFICATIONS: The scope of work described in Schedule A includes Minnow Stocking Services.

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 fee for the Services is **\$6,580.00**. **Price is valid for 45 days from the contract date.** The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company 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 the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. 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.

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

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. **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.

6. **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.

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

7. 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.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. 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.

10. 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.

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

12. 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.

13. 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.

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

River Glen CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

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

Please Mail All Contracts to:

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

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

SCHEDULE A - FISH STOCKING SERVICES

Stocking for Mosquito Control:

1. 47,000 Minnows will be stocked **one (1) time** to bring balance to the ecosystem and help to reduce mosquito larvae populations. In ponds where predator fish are abundant and minnow survival less likely, we will stock the appropriate number of bluegill necessary to help balance the ecosystem and provide the results desired in these conditions.

General Qualifications:

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

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

Tab 9

WEBWATCHDOGS *Extended Warranty Quote*

SURVEILLANCE CAMERA SYSTEMS

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

Date	Quote #
4/4/2024	7525
Name / Address	
River Glen CDD 2806 N 5th St #403 St. Augustine, FL 32084	

Description	Qty	Cost	Total
Extended Warranty Option- Complete Surveillance Camera System ***Warranty Expires 6/16/2024***	1	375.00	375.00
<p>1 Year Extended Warranty on Camera Parts, Labor and Equipment All products are warranted for 1 year from date of purchase. If a product is defective we will repair or replace it. The following situations void the product warranty: Adding 3rd party software to a DVR without prior approval from our technical support department. Damage caused by nature such as flooding, winds, lightning and other similar events. Damage caused by vandalism. Network related issues involving your internet service provider (i.e. new modem, change of internet provider, etc.) Warranty Service Calls will be addressed within a 1-5 day time frame.</p> <p>After 1 year (outside of the warranty, if not extended), we will continue to support the product at the standard repair labor rate (currently \$199 per hour-minimum 2 hours) plus parts, if applicable, or phone technical support for \$65.00/hour. Out of warranty repairs are guaranteed for 30 days. Phone support is non-refundable.</p>	Subtotal		\$375.00
	Sales Tax (0.0%)		\$0.00
	Total		\$375.00
	Signature _____		

Tab 10

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT REGARDING ENFORCEMENT OF TRAFFIC LAWS; REQUESTING EXERCISE OF COUNTY JURISDICTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Whereas, the River Glen Community Development District (“**District**”) is a special district constituting a local unit of special-purpose government as established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, (“**Act**”) by ordinance adopted by Nassau County, Florida (“**County**”); and

Whereas, the District owns and maintains public roadways within the District boundaries, as such boundaries were established pursuant to the Act by Nassau County as depicted in **Exhibit A**; and

Whereas, as a special-purpose governmental entity, the District is a public entity and, therefore, its roadways are public that the general public has rights to travel thereon; and

Whereas, Section 335.01, Florida Statutes, provides for the designation and systematization of public roads and provides in pertinent part that “[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads.”; and

Whereas, Section 316.003(87), Florida Statutes, defines “street or highway” as “the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic;” and

Whereas, the District’s roadways are public roads and constitute public streets or highways pursuant to Chapters 335 and 316, Florida Statutes; and

Whereas, Section 316.006(3)(a), Florida Statutes, provides that counties shall have original jurisdiction over all streets and highways located within their boundaries; and

Whereas, Section 316.006 (3)(b), Florida Statutes, further provides that a county may exercise jurisdiction over “roads owned or controlled by a special district” by agreement; and

Whereas, the District finds it is in the interest of public safety and the welfare of the District’s property owners and residents to express its assent to the jurisdiction of the County and the Nassau County Sheriff (“**Sheriff**”) over the roadways within its boundaries and take such steps as the County may reasonably request in connection therewith; and

Whereas, the Sheriff has requested that the District provide written confirmation of the County’s jurisdiction over public roadways within the District in order to provide traffic control

services over the public roadways within the District, which such confirmation may be evidenced by an agreement substantially in the form provided in **Exhibit B**.

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

SECTION 1. All of the above representations, findings, and determinations are recognized as true and accurate, and are expressly incorporated into this resolution.

SECTION 2. The District hereby adopts and approves in substantial form the agreement attached hereto as **Exhibit B** and directs District staff to finalize such agreement and authorizes the Chair or Vice-Chair to approve such agreement in final form and secure execution of same.

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

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

PASSED AND ADOPTED this 18th day of April 2024.

ATTEST:

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A District Boundaries

Exhibit B Form of Agreement for Traffic Enforcement

**Exhibit A
District Boundaries**

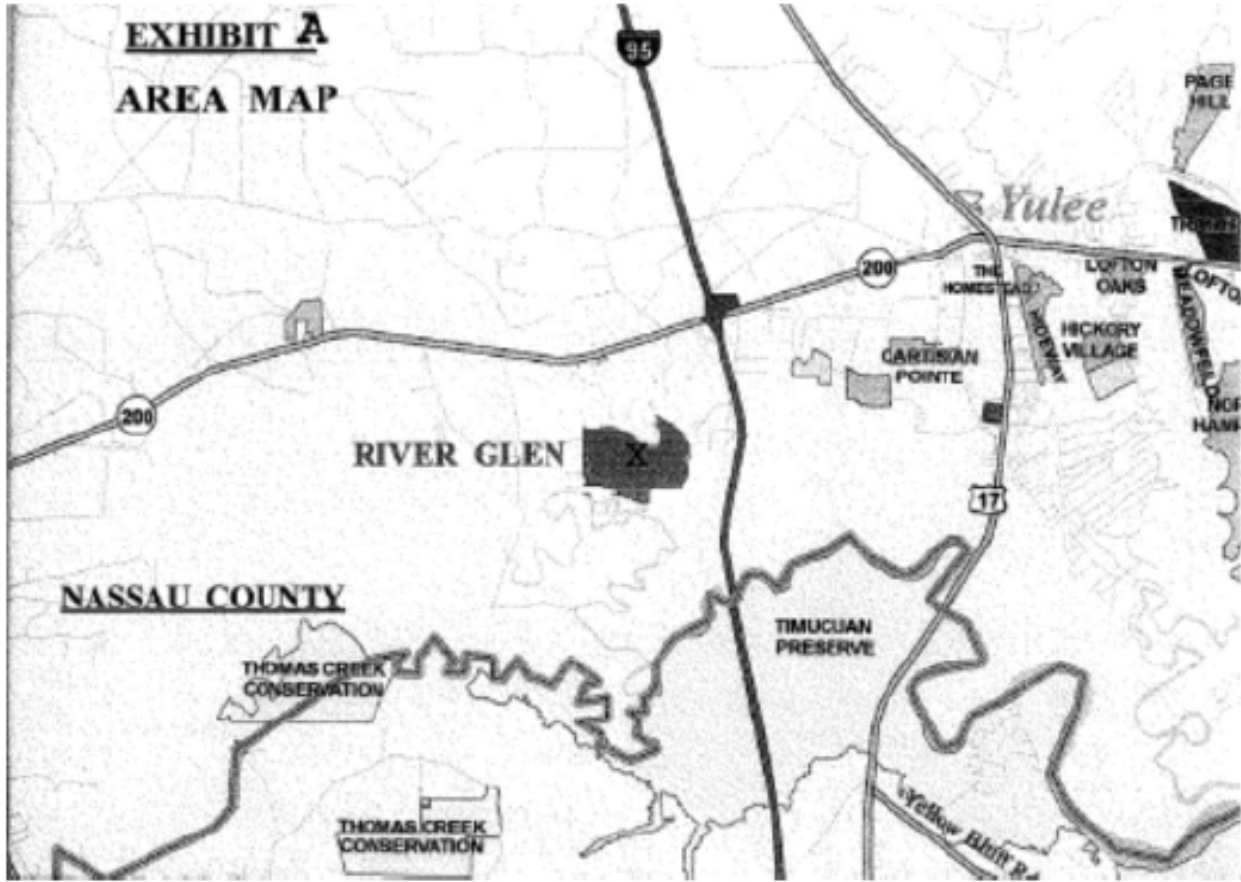


Exhibit B
Form of Agreement for Traffic Enforcement

TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS TRAFFIC CONTROL JURISDICTION AGREEMENT (“Agreement”), made and entered into this _____ day of _____, 20____ (“**Effective Date**”), by and between the Board of County Commissioners of Nassau County, Florida, as the governing body of Nassau County, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the “**County**”), the Nassau County Sheriff’s Office, an accredited Law Enforcement Agency of the State of Florida, whose address is 77151 Citizens Circle, Yulee, Florida 32097 (the “**NCSO**”), and River Glen Community Development District (“**District**”), the boundaries of which represent a mixed-use community wholly located within Nassau County, Florida, more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference (“**Development**”). Each of the District, the County and the NCSO are individually a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the District is a special district constituting a local unit of special-purpose government as established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, (“Act”) by ordinance adopted by Nassau County, Florida (“County”); and

WHEREAS, Section 335.01, Florida Statutes provides for the designation and systematization of public roads. It provides in part that “[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads.”; and

WHEREAS, certain public roads¹ within the Development are public roads that either the County or the District owns, controls and maintains, including any future public roads within the Development to be planned, designed, developed, platted and constructed, in accordance with the Act and other applicable law; and

WHEREAS, Section 316.006(3)(a), Florida Statutes, provides that the County shall have original jurisdiction over all streets and highways located within their boundaries;

WHEREAS, Section 316.006 (3)(b), Florida Statutes, further provides that the County may exercise jurisdiction over “roads owned or controlled by a special district” by an agreement; and

WHEREAS, the District wishes to specifically grant to the County and the NCSO the power and authority to enforce traffic control over the roads within the Development, and to grant a limited easement for ingress and egress for said purpose; and

¹ For clarity, only the existing and future public roadways within the boundaries depicted in Exhibit “A” are subject to this Agreement; any existing and future private roadways to be owned and maintained by a homeowners’ association, property owners’ association or another third-party not the District or County will not be subject to this Agreement.

WHEREAS, the Board of Supervisors (“**Board**”) of the District, at a duly noticed meeting, passed and adopted a resolution for the enforcement of traffic laws of the State of Florida and County by the County and NCSO, over the roads of the Development, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the County and NCSO are willing to exercise traffic control jurisdiction over the roads of the Development pursuant to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the Parties hereby agree as follows:

1. Recitals. The above recitations are true and correct and by this reference are incorporated herein.

2. Services. NCSO agrees to provide enforcement of the traffic laws of the State of Florida and the County upon the roads within the Development (“**Services**”).

3. Extra Duty or Services. The Parties acknowledge that this Agreement is not an agreement for NCSO to provide services in addition to the Services listed herein. If the District wishes NCSO to provide additional services, the District must enter into a separate written agreement with NCSO.

4. Representation and Warranty. The County and the District each represents and warrants that each entity owns, controls and maintains the respective roadways within the Development and that all streets, roads and traffic signs are in compliance with the Department of Transportation’s rules and regulations as they are applicable to Florida law.

5. Streets and Signage. The District agrees to ensure all streets, roads and traffic signs are erected on its roadways within the Development in compliance with the Department of Transportation’s rules and regulations as they are applicable to Florida law. This includes stop signs, speed limit signs, crosswalks and yield signs. Minimum traffic volumes may not be required for the installation of such signage. District shall bear the cost for any and all signage on its roads. Any enforcement for the signage shall be as provided in Chapter 316, Florida Statutes. This Paragraph does not, however, amend, modify or impose any obligation or duty upon the District to provide, operate or maintain applicable signage on County roadways for which responsibility is with the County.

6. Authority.

- a. In providing the Services, NCSO shall exercise their authority in the Development's geographical area pursuant to this Agreement and authority granted by the laws of the State of Florida, including but not limited to the laws set forth under Chapters 316, 318, 320, 322 and 325, Florida Statutes.

- b. The rendition of the Services, standards of performance, discipline and other matters incident to the performance of such Services, including, but not limited to the control of personnel employed, shall be within the sole discretion of NCSO.
- c. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by NCSO under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.
- d. The District shall not take any action which would hinder, obstruct, delay, thwart or impede NCSO's right to exercise its authority granted by the laws of the State of Florida, as determined by NCSO.
- e. District expressly understands and agrees that nothing contained in this Agreement is intended to confer in favor of District a level of traffic enforcement greater than County or NCSO owes to the general public. Specifically, the Parties recognize that NCSO, in its sole discretion, determines the allocation, disposition, assignment and function of their law enforcement personnel. Further, it is understood and agreed that the discretion of whether to enforce traffic laws and the manner of enforcement, if any, is within the sole discretion of the NCSO, and this Agreement does not confer upon District any authority over the NCSO.

7. Term and Termination. The term of this Agreement shall be for five (5) calendar years, commencing on the Effective Date, and this Agreement shall thereafter renew for one (1) additional five (5) year term upon written request of the District at least sixty (60) days prior to the expiration of the initial term, and contingent upon approval by the County and the NCSO. Notwithstanding the foregoing, any of the Parties hereto may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the non-terminating Parties.

8. Disposition of Revenues. All civil penalties received by a county court for traffic citations issued for violations of traffic laws on the roads of the Development, shall be apportioned in the manner set forth in Florida Statutes Section 318.21.

9. Signage and Road Maintenance and Repair. Neither the existence of, nor anything contained in, this Agreement shall amend, modify or impose any obligation or duty upon the County or NCSO to provide any operation or maintenance of, or drainage related to, the roads within the Development. Each Party shall at all times remain solely responsible for the maintenance, repair, and signage of its roads within the Development.

10. Notices. All notices and or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient

postage affixed, to the Party to whom such notice is to be given. Notices are to be mailed to the following:

NASSAU COUNTY SHERIFF’S OFFICE

Nassau County Sheriff’s Office
77151 Citizens Circle, Yulee, FL 32097
Attn: Bill Lippelman, General Counsel
blippelman@nassauso.com

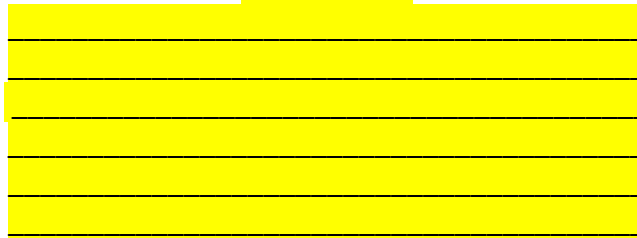
THE DISTRICT

River Glen Community Development District
3434 Colwell Ave., Suite 200 Tampa, FL 33614
Attn: Lesley Gallagher, District Manager
lgallagher@rizzetta.com

with a copy to:

Kutak Rock LLP
107 W. College Ave., Tallahassee, FL 32301
Attn: Kyle Magee, District Counsel
Kyle.Magee@kutakrock.com

THE COUNTY



11. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the NCSO than that to which they would ordinarily be subjected.

12. Reciprocal Indemnification. Each Party agrees to protect, defend, reimburse, indemnify and hold each other Party and their respective agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Agreement, to the extent caused by, its officers, agents or employees and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*, or other

applicable statute or law. The Parties agree that no provision of this Agreement constitutes a waiver by the County, NCSO or the District of sovereign immunity, as set forth in Section 768.28, *Florida Statutes*, or other statute or law. The provisions contained in this Section will survive the expiration or termination of Services under this Agreement.

13. Severability. In the event that any provision of this Agreement is held or determined invalid or unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect and unaffected by such holding or determination.

14. No Waiver. A failure on the part of NCSO, County or District to enforce any particular provision of this Agreement shall not serve as a waiver thereof, nor a waiver of any of the remaining terms contained herein.

15. Entire Agreement. This Agreement, including exhibits and counterparts hereto, contains the final, complete and entire agreement between the Parties respecting the matters set forth herein and supersedes all prior statements, representations, contracts, and agreements between the Parties respecting such matters.

16. Jurisdiction and Venue. This Agreement shall be construed by and governed by the laws of the State of Florida. The Parties to this Agreement agree that this Agreement was entered into in Nassau County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, or any exhibits attached hereto and any collateral documents referenced herein, then the exclusive venue shall lie solely in the court of appropriate jurisdiction in Nassau County, Florida.

17. Attorney's Fees. Each Party agrees to pay their respective attorneys' fees, costs, and expenses incurred in connection with this Agreement, except with regard to the enforcement of any obligation under this Agreement, and in which case the prevailing Party shall be entitled to recover all reasonable attorney's fees and costs through trial and all levels of appeal.

18. Authority. Each Party represents and warrants to the other Party that it has all power and authority to enter into and all necessary consents and approvals of any persons, entities and governmental or regulatory authorities have been obtained to effectuate the validity of this Agreement.

19. Insurance. The District shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its own expense, liability insurance as required under Section 316.006, Florida Statutes.

20. Waiver of October 1st date. Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provisions is waived in writing by the Sheriff of the County. The undersigned, County and NCSO, hereby waive the provision set forth in Section 316.006(3)(b)(2), Florida Statutes.

21. Headings. The headings on each paragraph are for convenience of the Parties and shall not be construed to alter or amend any provisions of this Agreement.

22. Integration and Modification Clause. This Agreement contains the entire understanding between the Parties, and the Parties hereby warrant that they have not relied on any verbal representation, advertising, portrayals, or promises other than what is contained herein. This Agreement may not be modified, amended, or rescinded except by a written agreement signed by the Parties.

23. Interpretation. Each Party to this Agreement and their counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

24. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts. Additionally, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first above written.

NASSAU COUNTY SHERIFF'S OFFICE

Sheriff Bill Leeper

Date: _____

NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS

_____, _____ [name and title]

Date: _____

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

Charles Moore, Chairman of the Board of Supervisors

Date: _____

Exhibit “A”
Development

Exhibit “B”
Resolution of District

Tab 11

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **River Glen Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

River Glen Community Development District

By: _____
Print: _____
Title: _____
Date: _____

Disclosure Technology Services, LLC

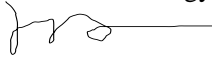
By:  _____
Print: Michael Klurman
Title: Vice President
Date: 01-02-2024

Exhibit A – Fee Schedule

Annual License Fee:

1. \$1000 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Scott Brizendine, Rizzetta & Co., Inc. 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United

States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.