
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, September 21, 2017 at 12:30 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097.

Present and constituting a quorum:

Glenn Marvin	Board Supervisor, Chairman
Debbie Malloch	Board Supervisor
David Jae	Board Supervisor, Assistant Secretary
Doug Walker	Board Supervisor, Assistant Secretary
Scott Campbell	Board Supervisor, Assistant Secretary (via speakerphone)

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams, P.A.
Dan McCranie	District Engineer, McCranie & Associates
Jeff Nunamaker	Brightview Landscaping
Tony Shiver	First Coast CMS

Audience was present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher called the meeting to order at 12:33 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No comments from audience members.

THIRD ORDER OF BUSINESS

Consideration of Resignation from Bob Porter

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board accepted resignation from Bob Porter effective July 31, 2017 for River Glen Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Appointment to Seat #3

1.) Oath of Office

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board appointed Deborah Malloch to Seat #3 and Deborah Malloch took her Oath for River Glen Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Board of Supervisors Regular Meeting held on July 20, 2017

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board approved the minutes of the Board of Supervisors Regular Meeting held on July 20, 2017 for River Glen Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for July 2017

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board ratified the operation and maintenance expenditures for July 2017 in the amount of \$34,181.50 for River Glen Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
 - 1) Discussion Regarding Speed Humps
 - i.) Mr. McCranie updated the Board that he is working on the pothole repair to Lagoon Forest that was discussed at the last meeting but is having difficulty locating a contractor that will propose due to the size of the job. He also reviewed information on speed strips; this information was tabled at this time. He noted that he had reviewed the street signage for Lagoon Forest and Mossy Creek that was discussed at the last meeting. He noted the signage is correct but additional signage could help reduce confusion and

clarify. The Board authorized Mr. McCranie to have additional signage installed at a cost not to exceed an amount of \$500.00.

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board authorized Mr. McCranie to have additional signage installed at a cost not to exceed an amount of \$500.00 for River Glen Community Development District.

C. Field Inspection Reports, August 28, 2017

On a motion by Mr. Jae, seconded by Mr. Marvin, with all in favor, the Board accepted the Field Inspection Report dated August 28, 2017 for River Glen Community Development District.

D. Landscaping Report

Mr. Nunamaker provided a verbal report and was available to answer any questions. It was noted that there is a leaning tree in the conservation area that needs to be reviewed.

E. Amenity Manager Report

Mr. Shiver's provided a verbal report on storm damage. He also noted that Southern Recreation has reviewed items at the playground that require repair and he is waiting for a proposal. He is also waiting for a proposal from American Electrical contracting regarding the lighting at the second entrance. The Board approved repairs not to exceed \$2,000.00.

On a motion by Mr. Marvin, seconded by Ms.Malloch, with all in favor, the Board approved repairs not to exceed \$2,000.00 to the second entrance lighting for River Glen Community Development District.

F. District Manager

Ms. Gallagher updated the Board that the final invoice from Atlantic Companies had been received, she has submitted this to Egis Insurance in connection to the lightening strike that occurred since the repair exceeded the deductible amount.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2017-13, Setting
Date, Time and Location of Fiscal Year 2017/2018
Regular Meeting**

On a motion by Mr. Marvin, seconded by Ms.Malloch, with all in favor, the Board adopted, as amended, to change the November meeting date to November 16, 2017 for River Glen Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Fiscal Year 2017/2018 District Insurance Policy Renewal

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board approved renewal of the District Insurance Policy for Fiscal Year 2017/2018 with a total premium amount of \$16,640.00 for Egis Insurance for River Glen Community Development District.

TENTH ORDER OF BUSINESS

Consideration of First Coast CMS Renewal of Existing Agreement

On a motion by Mr. Marvin, seconded by Ms. Malloch, with all in favor, the Board approved renewal of the existing First Cost CMS Agreement at the current total monthly cost of \$3,794.00 and thirty four (34) hours per week for River Glen Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Brightview Landscape Renewal of Existing Agreement

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board approved renewal of Brightview Landscape existing agreement at a current monthly cost of \$3,963.33 plus the contracted amount for mulch and annuals for River Glen Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Hurricane Repair Proposals
(Under Separate Cover)**

On a motion by Mr. Marvin, seconded by Mr. Walker, with all in favor, the Board approved proposal from Brightview for \$3,675.00 for removal of twenty four (24) trees (Exhibit A) and authorized Mr. Shiver to review the tree in conservation area mentioned earlier in the meeting and proposal should it need to be removed for River Glen Community Development District.

THIRTEENTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

An audience member made a request for No Soliciting signs to be placed at entrances. The Board approved at a cost not to exceed \$200.00 for two (2) signs.

On a motion by Mr. Jae, seconded by Ms. Malloch, with all in favor, the Board approved two (2) No Soliciting signs to be placed at entrances at a cost not to exceed \$200.00 for River Glen Community Development District.

An audience member had questions regarding street parking.

An audience member had questions about landscape drainage along Edwards Road.

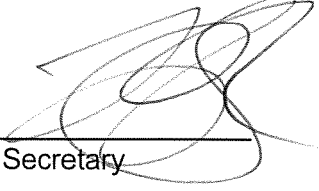
An audience member noted subcontractors parking on common area grass.

There were no supervisor requests.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Marvin, seconded by Mr. Jae, with all in favor, the Board adjourned the meeting at 1:41 p.m. for River Glen Community Development District.



Secretary/Assistant Secretary



Chairman/Vice Chairman

Exhibit A



Proposal for Tree Care at River Glen CDD

Property Name	River Glen CDD	Contact	Lesley Gallagher
Property Address	75211 Fern Creek Dr Jacksonville , FL 32277	To	River Glen CDD co Rizzetta & Company In
		Billing Address	c/o Rizzetta & Company Inc. 2806 N 5th St Ste 403 St. Augustine , FL 32084

Project Name Hurricane Irma
Project Description Tree removals and stump grind

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Remove 21 pine trees along front of building <i>between Entrances</i>	\$3,150.00	\$3,150.00
1.00	LUMP SUM	Remove 1 pine tree inside property	\$99.60	\$99.60
1.00	LUMP SUM	Remove 1 Maple tree inside property	\$99.60	\$99.60
1.00	LUMP SUM	Remove 1 oak by Amenity Center	\$99.60	\$99.60
1.00	LUMP SUM	Grind stumps	\$226.20	\$226.20

For internal use only

SO# 6468544
JOB# 346700219
Service Line 200

Total Price \$3,675.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Tree Care Services
1854 West Road Jacksonville FL 32216 ph (904) 725-2552 fax (904) 725-0188
Tree Care Manager Certified Arborist #FL-6354A
Certified Pest Control Operator JF95758

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 and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **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.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner 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 owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by either party with or without cause upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client 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 Owner/Client 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.
13. **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 Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

15. **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 Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible for 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 Client/Owner's expense.
16. **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.

As a part of the Contract, Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees, and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 15% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 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:	District Manager
Signature:	Title:
Lesley Gallagher	September 21, 2017
Printed Name:	Date:
BrightView Tree Care Services, Inc. "BrightView"	Account Manager, Senior
Signature:	Title:
Jennifer Mabus	September 21, 2017
Printed Name:	Date:
Job #: 346700219	Proposed Price: \$3,675.00
SO #: 6468544	