

**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 **Wednesday, April 9, 2014 at 1:30 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097.

Present and constituting a quorum:

Doug Davis	<b>Board Supervisor, Chairman</b>
Doug Walker	<b>Board Supervisor, Assistant Secretary</b>
Leo Johns	<b>Board Supervisor, Assistant Secretary</b>
Glenn Marvin	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Roy Van Wyk	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Tony Shiver	<b>First Coast CMS</b>
Michael Johnson	<b>ValleyCrest</b>

**Audience Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Dobbins called the meeting to order at 1:30 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

It was noted for the record that there were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Regular Meeting held January 8, 2014**

On a motion by Mr. Marvin, seconded by Mr. Johns, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held January 8, 2014 for River Glen Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance Expenditures for December 2013, January 2014 and February 2014**

On a motion by Mr. Davis, seconded by Mr. Marvin, with all in favor, the Board ratified the Operation and Maintenance Expenditures for December 2013 in the amount of \$37,589.96, January 2014 in the amount of \$30,334.03 and February 2014 in the amount of \$22,683.37 for River Glen Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Mr. Van Wyk reviewed the Settlement Agreement between the District and Penny Lee Logan for reimbursement for damage caused to the district's fence from a car accident (Exhibit "A"). After discussion, the Board of Supervisors approved the agreement.

On a motion by Mr. Marvin, seconded by Mr. Johns, with all in favor, the Board approved the agreement between the District and Penny Lee Logan for River Glen Community Development District.

Mr. Van Wyk reviewed the need to create a right-of-way through a three-acre parcel that is between the existing phase and the undeveloped phase so the District can complete the project and make the SPE property marketable.

The Board of Supervisors authorized District Counsel to move forward with the process to reclaim the parcel, subject to funding from the Bondholder.

On a motion by Mr. Marvin, seconded by Mr. Davis, with all in favor, the Board authorized District Counsel to move forward with the process to reclaim the parcel, subject to funding from the Bondholder for River Glen Community Development District.

- B. District Engineer  
Not present.
  
- C. First Coast CMS Field Report  
Mr. Shiver reviewed that the tennis court need to be resurfaced and will gather bids for the next meeting.
  
- D. ValleyCrest Landscaping  
Mr. Johnson reviewed the report under Tab 4 of the agenda.
  
- E. District Manager  
Ms. Dobbins noted that the next regularly scheduled Board of Supervisors' meeting is set for June 11, 2014 at 1:30 p.m.

Ms. Dobbins reviewed issues with unauthorized overnight parking in the amenity center parking lot. After discussion, the Board of Supervisors directed staff to install tow-away signs at the center and to tag unauthorized vehicles for 24 hours before having them towed.

**SIXTH ORDER OF BUSINESS**

**Consideration of District Engineering  
Service Proposals**

After discussion and tabulation of points (Exhibit "B"), the Board of Supervisors ranked McCraine & Associates as number one, King Engineering Services as number two, Yuro & Associates as number three and Inman Engineering as number four.

The Board of Supervisors directed staff to negotiate contract terms with McCraine & Associates and to bring the final contract back to the next meeting for review.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2014-03,  
Approving the Fiscal Year 2014-2015  
Proposed Budget and Setting the Public  
Hearing**

It was noted that the public hearing was set for August 13, 2014 at 1:30 p.m.

<p>On a motion by Mr. Marvin, seconded by Mr. Davis, with all in favor, the Board approved Resolution 2014-03, Approving the Fiscal Year 2014-2015 Proposed Budget and set the public hearing for August 13, 2014 at 1:30 p.m. for River Glen Community Development District.</p>
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**EIGHTH ORDER OF BUSINESS**

**Consideration of LLS Tax Solutions  
Engagement Letter for Arbitrage Services,  
Bond Series 2006A**

The Board of Supervisors accepted the engagement letter at a rate of \$650 per report. The District needs to complete reports for Fiscal Year 2012, 2013 and 2014 for a total cost of \$1950.

On a motion by Mr. Davis, seconded by Mr. Marvin, with all in favor, the Board accepted the engagement letter for LLS Tax Solutions at a rate of \$650 per report for River Glen Community Development District.

**NINTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Requests**

There was a request for trespassing signs for the baseball field.

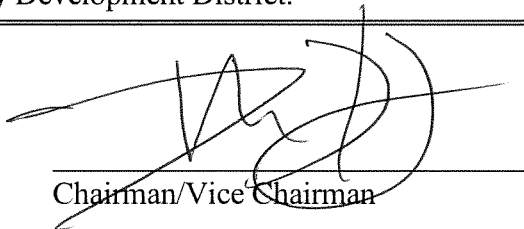
Mr. Walker reviewed the need for additional pool furniture and elliptical machines.

**TENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Marvin, seconded by Mr. Davis, with all in favor, the Board adjourned the meeting at 2:32 p.m. for River Glen Community Development District.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

# Exhibit “A”

AGREEMENT BETWEEN RIVER GLEN COMMUNITY  
DEVELOPMENT DISTRICT, AND PENNY LEE LOGAN,  
REGARDING THE SETTLEMENT OF CLAIMS FOR  
DAMAGE TO DISTRICT PROPERTY

This Agreement is made on April 9, 2014 among **River Glen Community Development District**, a local unit of special-purpose government organized and existing pursuant to Chapter 190, *Florida Statutes*, whose address is 2806 North 5<sup>th</sup> Street, Unit 403, St. Augustine, Florida 32084 (the “Claimant”), and **Penny Lee Logan**, whose address is 85340 Linda Hall Road, Fernandina Beach, Florida 32034 (the “Defendant”).

STATEMENT OF DISPUTE

- A. On January 19, 2014, a car registered in Defendant’s name a driven by Madison Bussey, Defendant’s daughter, was involved in an automobile crash (the “Crash”) that resulted in significant damage to property owned by the River Glen Community Development District (the “District”). Specifically, the Crash resulted in damage to the District’s landscaping and to a portion of the District’s fence that is located along the roadway on which the Crash occurred. The amount of money claimed by Claimant for such damage is more specifically described and enumerated in the schedule set forth in **Exhibit A**, attached hereto and incorporated herein by reference.
- B. Defendant, in good faith, recognizes that the amounts due to the District for damages to its property arising from the Crash have not been paid and are due and owing to Claimant.
- C. The parties are willing to compromise and settle the dispute arising out of the above-mentioned Crash in order to avoid litigation and to minimize expenses.

In consideration of the mutual covenants set forth, the parties agree as follows:

SECTION ONE. PURPOSE AND SCOPE OF SETTLEMENT

This Agreement is made for the sole purpose of settling between the parties their dispute regarding the payment for damage done to the District’s property which arose out of the Crash described above, and to terminate any controversy or claims for additional damages of any nature, known or unknown, including future developments, in any way growing out of or in connection with the facts and circumstances set forth above, with due consideration having been given to the serious and unexpected consequences that might result from the claims of

Claimant, such that by the execution of this Agreement, and acceptance of the payments provided, Claimant shall be barred completely from making any further claims or bringing suits of any nature resulting from or in connection with such Crash.

## SECTION TWO. TERMS OF SETTLEMENT

1. Defendant shall pay Claimant the amount of one thousand and four-hundred dollars (\$1,400.00) for such claims for payment of damages arising from the Crash.

2. The Defendant shall pay Claimant, in settlement for the damage done to Claimant's property, the following:

(a) The amount of five hundred dollars (\$500.00) (the "Initial Payment") in a cashier's check or money order, which payment shall be sent to Rizzetta & Company, Inc., Claimant's District Manager, located at *2806 North 5<sup>th</sup> Street, Unit 403, St. Augustine, Florida 32084*, by April 15, 2014. The amount of the Initial Payment shall not increase for additional interest or costs during the payment period except as provided below in paragraph 4.

(b) The amount of five hundred dollars (\$500.00) (the "Second Payment") in a cashier's check or money order, which payment shall be sent to Rizzetta & Company, Inc., Claimant's District Manager, located at *2806 North 5<sup>th</sup> Street, Unit 403, St. Augustine, Florida 32084*, by May 15, 2014. The amount of the Second Payment shall not increase for additional interest or costs during the payment period except as provided below in paragraph 4.

(c) The amount of four hundred dollars (\$400.00) (the "Final Payment") in a cashier's check or money order, which payment shall be sent to Rizzetta & Company, Inc., Claimant's District Manager, located at *2806 North 5<sup>th</sup> Street, Unit 403, St. Augustine, Florida 32084*, by June 15, 2014. The amount of the Final Payment shall not increase for additional interest or costs during the payment period except as provided below in paragraph 4.

3. All payments set forth in paragraph 2 above shall be made by money order cashier's check drawn on a bank authorized to do business in the State of Florida, and shall be made payable to ***River Glen Community Development District***. The check or money order shall be personally delivered or mailed by registered mail, postage prepaid, to the Claimant's address as specified in this agreement or at such other place as may be specified in writing by Claimant.

4. A late-payment fee equivalent to ten (10%) percent of the amount of the payment due shall be imposed for all payments not made on or before the due date. This late-payment fee shall

be paid together with the payment of the amount due.

### SECTION THREE. DEFAULT

Failure to pay *any of the payments as set forth in Section Two, paragraph 2 herein*, within fifteen days of the due date, shall constitute default. In the event of such default, all remaining unpaid payments due under this Agreement shall become immediately due and payable. All such unpaid payments shall bear interest, from the date of default until paid in full, at the maximum rate permitted by the law governing this Agreement. In addition, Claimant may exercise any other rights which Claimant may have at law or in equity against Defendant by reason of such default. Notwithstanding the foregoing, Claimant shall not have any rights against Defendant which are greater than those of a general creditor.

### SECTION FOUR. TIME IS OF ESSENCE

Time is of the essence of this Agreement.

### SECTION FIVE. WAIVER

No waiver of any of the terms of this Agreement shall be valid unless it is in writing and signed by all parties. The failure of Claimant to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Defendant of any of the provisions of this Agreement, shall in no way be construed as a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part of this Agreement, or the right of Claimant to subsequently enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

### SECTION SIX. LAW GOVERNING

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

### SECTION SEVEN. VENUE OF ACTIONS

Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision of this Agreement shall be instituted only in the courts of the County of Nassau, State of Florida.

### SECTION EIGHT. SECTION HEADINGS



The section and paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they appertain.

#### SECTION NINE. PREPARATION OF AGREEMENT

This Agreement has been prepared by the combined efforts of all the parties and their respective attorneys.

#### SECTION TEN. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the parties respecting its subject matter. There are no promises, terms, conditions or obligations other than those it contains. This instrument supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. Claimant acknowledges that no representation of fact or opinion was made by Defendant or anyone on Defendant's behalf to induce Claimant to execute this Agreement relating to the extent, nature, or permanency of Claimant's Claims, or as to the likelihood of future complications or recovery.

#### SECTION ELEVEN. EXECUTION IN COUNTERPART

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on Next Page]

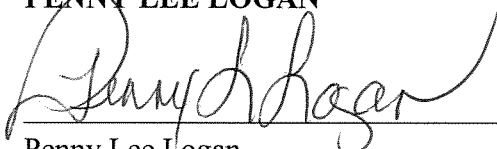
In witness, the parties have executed this agreement on April 9, 2014.

RIVER GLEN COMMUNITY  
DEVELOPMENT DISTRICT

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Doug Davis, Chairman

**PENNY LEE LOGAN**



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Penny Lee Logan

In witness, the parties have executed this agreement on April 9, 2014.

RIVER GLEN COMMUNITY  
DEVELOPMENT DISTRICT

A handwritten signature in black ink, appearing to be 'D. Davis', written over a horizontal line.

Doug Davis, Chairman

**PENNY LEE LOGAN**

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Penny Lee Logan

**EXHIBIT A**

<b>Damage to Fence</b>	<b>\$1,150.00</b>
<b><u>Damage to Landscaping</u></b>	<b><u>\$250.00</u></b>
<b>Total Amount Claimed</b>	<b>\$1,400.00</b>

<b>Initial Payment Amount</b>	<b>\$500.00</b>
<b>Second Payment Amount</b>	<b>\$500.00</b>
<b><u>Final Payment Amount</u></b>	<b><u>\$400.00</u></b>
<b>Total Settlement Amount</b>	<b>\$1,400.00</b>

# Exhibit “B”

**River Glen Community Development District  
Request for Qualifications- Engineering Services  
April 9, 2014**

Criteria	McCraine & Associates			King Engineering Services			Inman Engineering			Yuro & Associates		
	LJ	GM	DW DD	LJ	GM	DW DD	LJ	GM	DW DD	LJ	GM	DW DD
The ability & adequacy of the professional personnel employed by each consultant <b>(25 Points)</b>	25	25	25 23	25	24	25 25	25	24	25 24	25	24	25 23
Whether a consultant is a certified minority business enterprise <b>(5 Points)</b>	5	5	5 5	5	4	5 4	0	4	5 3	5	4	5 4
Each consultant's past performance <b>(25 Points)</b>	25	25	25 25	25	23	25 25	25	25	25 24	25	25	25 23
The willingness of each consultant to meet time and budget requirements <b>(15 Points)</b>	15	15	15 14	15	15	15 15	15	15	15 14	15	15	15 16
The geographic location of each consultant's headquarters, office and personnel in relation to the project <b>(20 Points)</b>	20	20	20 20	15	19	10 18	15	19	10 18	10	19	15 16
The recent, current and projected workloads of each consultant <b>(5 Points)</b>	5	5	5 5	5	5	5 5	5	5	5 4	5	5	5 5
The volume of work previously awarded to each consultant by the district <b>(5 Points)</b>	5	0	5 4	0	0	5 5	0	0	5 4	0	0	5 5
<b>TOTAL SCORES</b>	100	95	100 96	95	92	90 97	85	92	90 91	85	92	95 90
<b>Total Average Score</b>	391			374			358			362		
<b>Ranking</b>	1			2			4			3		