

# River Glen Community Development District

# Board of Supervisors' Meeting May 20, 2021

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

www.riverglencdd.org

### RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, FL 32084

**Board of Supervisors** Charles Moore Chairman

Gretchen Copeland Vice Chairman

Steven Bryant Assistant Secretary
Steven Nix Assistant Secretary
Robert Porter Assistant Secretary

**District Manager** Lesley Gallagher Rizzetta & Company, Inc.

**District Counsel** Sarah Warren Hopping Green & Sams, P.A.

**District Engineer** Dan McCranie McCranie & Associates

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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 (904) 436-6270. 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

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.riverglencdd.org</u>

May 13, 2021

River Glen Community Development District

#### **AGENDA**

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **Thursday, May 20, 2021 at 3:30 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.	CAL	L TO ORDER/ROLL CALL			
2.	AUDIENCE COMMENTS ON AGENDA ITEMS				
3.	BUS	SINESS ADMINISTRATION			
	Α.	Consideration of the Minutes of the Board of Supervisors' River			
		Glen Regular Meeting held April 15, 2021Tab 1			
	B.	Ratification of Operation and Maintenance Expenditures for			
		March 2021Tab 2			
4.	STA	FF REPORTS			
	Α.	District Counsel			
	B.	•			
	C.	Field Inspection Report			
		1.) Field Service Manager Report, April 15, 2021Tab 3			
	_	i.) Duval Response to April 15, 2021 Field Service ReportTab 4			
	D.	Landscape and Irrigation Report			
		1.) Duval Landscape Report, April 2021Tab 5			
	_	2.) Consideration of Proposals for Landscape EnhancementsTab 6			
	E.	Amenity Manager Report			
	_	1.) First Coast CMS, Amenity Manager Report, May 6, 2021			
	F.	District Manager			
_	DUG	1.) Presentation of Registered Voter CountTab 8			
5.		SINESS ITEMS  Tale O			
	Α.	Discussion Regarding Amenity Policies Age Restrictions			
	B.	Discussion Regarding Shade Structure and Playground Equipment			
	C.	Consideration of Proposal for Fountain Preventative MaintenanceTab 10			
	D.	Consideration of Proposal(s) for Security Cameras (Under Separate Cover)			
	E. F.	Consideration of Proposal for PaintingTab 11 Consideration of Resolution 2021-09, Approving Fiscal Year 2021-2022			
	Г.	Proposed Budget and Setting Public HearingTab 12			
6.	ALIE	DIENCE COMMENTS AND SUPERVISOR REQUESTS			
υ.	AUL	ALITOL COMMILITIO AND SUF LIVISON NEQUES 13			

#### 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.

# CALL TO ORDER / ROLL CALL

# AUDIENCE COMMENTS ON AGENDA ITEMS

### **BUSINESS ADMINISTRATION**

### Tab 1

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MINUTES OF MEETING

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

### **RIVER GLEN** COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of River Glen Community Development District was held on Thursday, April 15, 2021 at 1:30 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 Board Supervisor, Vice Chairman** Gretchen Copeland **Board Supervisor, Assistant Secretary** Robert Porter Steven Nix **Board Supervisor, Assistant Secretary** 

Also present were:

District Manager, Rizzetta & Company, Inc. Lesley Gallagher Katie Buchanan District Counsel, Hopping Green & Sams

(via speakerphone)

District Counsel, Hopping Green & Sams Sarah Warren

Vice President of Operations, Rizzetta & Company, Inc. Scott Brizendine

(via speakerphone)

Bond Counsel, Nabors, Giblin & Nickerson Cynthia Wilhelm Dan McCranie District Engineer, McCranie & Associates, Inc.

Tony Shiver **President, First Coast CMS** 

Field Service Manager, Rizzetta & Company, Inc.

Michael Wooldridge **Account Manager, Duval Landscape** 

Audience members present

#### FIRST ORDER OF BUSINESS **Call to Order**

Ms. Gallagher called the meeting to order at 1:31 p.m. and read the roll call.

#### SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

No comments on agenda items.

Jason Liggett

THIRD ORDER OF BUSINESS Consideration of the Minutes of the Board of 46 Supervisors' Special Meeting held March 4, 47 2021 48 49 On a motion by Mr. Porter, seconded by Mr. Moore, with all in favor, the Board approved the Minutes of the Special Meeting held March 4, 2021 for River Glen Community Development District. 50 51 FOURTH ORDER OF BUSINESS **Ratification of Operation and Maintenance Expenditures for February 2021** 52 53 On a motion by Mr. Porter, seconded by Mr. Moore, with all in favor, the Board ratified Operation and Maintenance Expenditures for February 2021 in the amount of \$29,783.30 for River Glen Community Development District. 54 55 FIFTH ORDER OF BUSINESS Acceptance of Annual Audit Report, Fiscal Year Ending September 2020 56 57 On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board accepted the Audit for Fiscal Year Ending September 30, 2020 for River Glen Community Development District. 58 59 The Board moved to Agenda Item 5A. 60 SIXTH ORDER OF BUSINESS Consideration of Resolution 2021-08, 61 **Declaring Series 2006A Project Complete for** 62 **Purpose of Indenture** 63 64 65 Ms. Warren reviewed Resolution 2021-08, which declares Series 2006 project complete. 66 On a motion by Mr. Porter, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2021-08, Declaring Series 2006A Project Complete for Purpose of Indenture for River Glen Community Development District. 67 68 69 70 71 72

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Consideration of Resolution 2021-06, Supplemental Assessment Resolution, Series 2021 Refunding Bonds (Assessment Area One)

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Mr. Brizendine reviewed the tables in the Final Supplemental Special Allocation Report for Assessment Area One, dated April 9, 2021.

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On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board adopted Resolution 2021-06, Supplemental Assessment Resolution Series 2021 Refunding Bonds (Assessment Area One) for River Glen Community Development District.

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### **EIGHTH ORDER OF BUSINESS**

SEVENTH ORDER OF BUSINESS

**Consideration of Notice of Series 2021 Special Assessments, Area One** 

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Ms. Warren reviewed what this notice will be recorded in Nassau County putting all property owners on notice of the Series 2021 Bonds for Assessment Area One.

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On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board approved the Notice for Series 2021 Special Assessments for Area One for River Glen Community Development District.

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### **NINTH ORDER OF BUSINESS**

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Consideration of Resolution 2021-07, Supplemental Assessment Resolution, Series 2021 New Money Bonds (Assessment Area Two)

97 98 Mr. Brizendine noted that this Resolution had no impact on current residents and reviewed tables in the Final Supplemental Assessment Allocation Report for Assessment Area Two.

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Ms. Warren noted that this is similar to Resolution 2021-06, adopts the District Engineer Report, finds that the improvements outlined in the District Engineers Report are for a valid public purpose and the cost are reasonable and proper. She noted it also adopts the Assessment Methodology for Assessment Area Two and confirms the lien on Assessment Area Two to secure repayment of 2021 Bonds and finds that the Allocation of Assessments is fair and equitable.

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On a motion by Mr. Porter, seconded by Mr. Moore, with all in favor, the Board adopted 2021-07, Supplemental Assessment Resolution, Series 2021 New Money Bonds Assessment Area Two for River Glen Community Development District.

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#### TENTH ORDER OF BUSINESS Consideration of Notice of Series 2021 109 110 **Special Assessments Area Two** 111 Ms. Warren noted that this notice would be recorded in Nassau County putting 112 113 prospective property owners on notice of the Series 2021 Bonds on Assessment Area 114 Two. 115 On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board approved the Notice for Series 2021 Special Assessments for Area Two for River Glen Community Development District. 116 The Board moved back to Agenda Item 4A. 117 118 119 **ELEVENTH ORDER OF BUSINESS Staff Reports** 120 Α. District Counsel 121 122 Memorandum Regarding Sunshine Law and Public Records 123 Ms. Warren reviewed the Memorandum found under Tab 4 of the agenda regarding Sunshine Law and Public Records. 124 125 B. **District Engineer** 126 127 1.) Discussion Regarding Drainage Concerns Along Edwards Road Mr. McCranie reviewed the cost associated with developing a scope and obtaining 128 proposals for drainage repairs along the front of the community at Edwards Road. 129 130 On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board approved a not to exceed amount of \$4,650.00 for Mr. McCranie to develop a scope and obtain proposals for drainage repairs at Edwards Road for River Glen Community Development District. 131 Mr. McCranie noted that he still anticipates the repairs to be an expense of \$15,000 132 to \$20,000, as previously discussed. 133 134 C. 135 Field Inspection Reports Field Service Manager Report, March 2021 136 1.) 137 Mr. Liggett reviewed the March 2021 field inspection report and was available to answer questions. 138 139 140 141 142 143

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- D. Landscape Report
  - 1.) Duval Landscape Report, March 2021
  - Duval Irrigation Report, February 2021 and March 2021
  - Mr. Wooldridge reviewed the landscape report found under Tab 6 of the agenda.

Mr. Moore had questions regarding the color of the grass. Mr. Liggett recommended not mowing the St. Augustine turf over the next month. The Board approved this and noted to monitor if mowing was needed sooner, to do so.

The Board had questions regarding the weeds.

The Board then authorized the Vice Chairperson to review and approve proposals for the landscape of the tower area and front and back of both walls of the Entry.

On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board approved authorization for the Vice Chairperson to review and approve proposals for the landscape of the tower area and front and back of both walls of the entry, for River Glen Community Development District.

The Board requested the final approved proposals be circulated to them.

- E. Amenity Manager Report
  - 1.) First Coast CMS, Amenity Manager Report, April 2021
  - Mr. Shiver reviewed the Amenity Manager Report found under Tab 8 of the agenda. He noted the timer on the activity feature had been repaired and updated the Board that the main drains for the pool needs to be replaced and the replacement is in progress.

He then asked the Board for direction on which type of playground equipment they would like him to request proposals for. Discussions ensued. This discussion was tabled for further direction.

- F. District Manager
  - 1.) SOLitude Lake Management Report, April 6, 2021

Ms. Gallagher updated the Board that the road repairs approved with Duval Asphalt had been completed, the easement from AT&T had been returned and the Chairman would sign today and finally that the new entry fountain had been added to the property of the District's Insurance Policy.

Page 6

#### **Consideration of Dissemination** TWELFTH ORDER OF BUSINESS 185 Services 186 187 On a motion by Mr. Porter, seconded by Ms. Copeland, with all in favor, the Board approved the Agreement for Dissemination Services for both Series of 2021 Assessment Areas for an annual fee of \$6,000.00 for River Glen Community Development District. 188 189 THIRTEENTH ORDER OF BUSINESS Consideration of Proposal(s) for **Shade Structures at Amenity Center** 190 191 192 The Board tabled this agenda item in order for Mr. Shiver to bring additional proposals for the smaller hexagon shades, and not the longer stretches, to the next meeting. 193 194 Consideration of FPL and River Glen 195 FOURTEENTH ORDER OF BUSINESS 196 CDD, Phases 2 & 4A Streetlight 197 Agreement 198 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the FPL Agreement for Phases 2 & 4A Streetlights totaling twenty-two (22) lights for River Glen Community Development District. 199 200 FIFTEENTH ORDER OF BUSINESS 201 **Comments and Supervisor Requests** 202 203 No supervisors request. 204 205 No audience comments. 206 207 SIXTEENTH ORDER OF BUSINESS Adjournment 208 On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board adjourned the meeting to at 3:01 p.m. for River Glen Community Development District. 209 210

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT April 15, 2021 Minutes of Meeting Page 7

Secretary/Assistant Secretary	Chairman/Vice Chairman	



### Tab 2

### RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FL 32084

# Operation and Maintenance Expenditures March 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2021 through March 31, 2021. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

\_\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

Assistant Secretary

The total items being presented: \$40,196.23

### **River Glen Community Development District**

Paid Operation & Maintenance Expenditures March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Arctic Air of Northern Florida, LLC	003855	10956	A/C Repairs 03/21	\$	2,762.00
BrightView Landscape Services, Inc.	003827	7187886	Irrigation Repair 01/21	\$	1,213.00
Charles G. Moore	003830	CM02182021	Board of Supervisors Meeting 02/18/2021	\$	200.00
Charles G. Moore	003845	CM030421	Board of Supervisors Meeting 03/04/2021	\$	200.00
Comcast	003839	8495 74 401 0038261 03/21	Clubhouse/TV/Phone/Internet 03/21	\$	263.00
Disclosure Services LLC	003850	1	Amortization Schedule S2006	\$	500.00
Duval Landscape Maintenance, LLC	003843	10209	Landscape Maintenance Acct 11742 03/21	\$	5,560.66
Duval Landscape Maintenance, LLC	003851	10279	Landscape Maintenance Acct 11742 03/21	\$	1,054.00
Duval Landscape Maintenance, LLC	003851	10394	Irrigation Repairs 02/21	\$	575.00
Duval Landscape Maintenance, LLC	003851	10395	Irrigation Repairs 02/21	\$	350.00
Duval Landscape Maintenance, LLC	003843	9684	#11695 Cut & Stump Grind 2 Pines 01/21	\$	725.00
First Coast CMS, LLC	003844	5609	Monthly Services 03/21	\$	3,875.92
First Coast CMS, LLC	003835	5640	Reimbursement For Purchases 02/21	\$	1,044.60
Florida Department of Revenue	003836	65-8016514515-1 02/21	Sales And Use Tax 02/21	\$	6.21
Florida Power & Light Company	003840	FPL Summary 02/21	Electric Summary 02/21	\$	1,876.11
Florida Pump, Inc.	003829	78054	Quote 15285 02/21	\$	890.00

### **River Glen Community Development District**

Paid Operation & Maintenance Expenditures March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Grau & Associates	003837	20646	Audit FYE 09/30/2020	\$	3,700.00
Gretchen Copeland	003828	GC02182021	Board of Supervisors Meeting 02/18/2021	\$	200.00
Gretchen Copeland	003842	GC030421	Board of Supervisors Meeting 03/04/2021	\$	200.00
Hopping Green & Sams	003838	120628	Legal Services General Counsel 01/21	\$	3,080.00
JEA	003841	Acct#4780546006 02/21 February		\$	387.96
Nassau County Property Appraiser	003846	022621	Non Ad Valorem Assessments FY20-21	\$	3,682.00
Phil Lentsh dba Office Dynamics	003852	0032574	Book Copy 03/21	\$	39.31
Poolsure	003847	131295598121	Water Management 03/21	\$	910.00
Republic Services of Florida	2021032521-1	0687-001127147	Waste Disposal Services 04/21	\$	71.62
Rizzetta & Company, Inc.	003832	INV0000057017	District Management Services 03/21	\$	5,684.84
Rizzetta Technology Services, LLC	003833	INV0000006940	Website & Email Hosting Services 03/21	\$	100.00
Robert S. Porter	003831	BP02182021	Board of Supervisors Meeting	\$	200.00
Robert S. Porter	003848	BP030421	02/18/2021 Board of Supervisors Meeting 03/04/2021	\$	200.00
SOLitude Lake Management	003849	PI-A00562786	Lake & Pond Management 03/21	\$	445.00
Steven Brian Nix	003834	SN02182021	Board of Supervisors Meeting 02/18/2021	\$	200.00
Report Total				<u>\$</u>	40,196.23

### **STAFF REPORTS**

### **District Counsel**

# District Engineer

# Field Inspection Report

### Tab 3

# RIVER GLEN

### FIELD INSPECTION REPORT



April 15, 2021
Rizzetta & Company
Jason Liggett – Field Services Manager



### Main Entrance

### **General Updates, Recent & Upcoming Maintenance Events**

Need improvement on turf weed control and the Vigor of the turf throughout the community.

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.

 Continue to Monitor recovery of Sago Palms throughout the community. Treating for scale as needed.



- Continue to improve vigor in the Indian Hawthorne on the Southside of the clubhouse.
- 3. Remove Magnolia Leaf dropping throughout the southside of the Clubhouse.
- 4. Improve the vigor in the Bermuda on the southside of the clubhouse.
- 5. Provide a price to remove the Feijoa on the Southside of the clubhouse. Select another type of material to replace it with. Make sure we are using something with some height.
- 6. Improve the turf weed control near the kid's playground.

- 7. Continue to treat turf weeds throughout the baseball field Bermuda stand.
- 8. Provide a price to remove the schilling hollies in the Southeast side of the pool area and install another type of plant material.(Pic 8)



- 9. Continue to treat and improve the vigor in the Feijoa on the back fence in the pool area.
- 10. Treat the Sago Palm in the back of the pool deck for disease.
- 11. Continue to improve the turf weed conditions in the pool area Bermuda turf.
- 12. Throughout the pool decking treat the paver weeds.
- 13. Work on improving the vigor in the Saint Augustine throughout River Glen Parkway.



### Main Entrance To Fern Creek & Edwards Road ROW

Keep mowers at a cut height of 5 inches in the Saint Augustine.
14. Lift the oak trees that are on the outbound side of River Glen Parkway.



### Tab 4



### Field Inspection Report Response April 2021

- 1. We will continue to monitor recovery.
- 2. We will fertilize plant material with 8-10-10.
- 3. Magnolia leaves will be removed during the week of 4/26/2021.
- 4. Bermuda will be fertilized during the week of 4/26/2021.
- 5. Proposal is included in this packet.
- 6. We will spray turf weeds again during the week of 4/26/2021.
- 7. We will spray turf weeds again during the week of 4/26/2021.
- 8. Proposal is included in this packet.
- 9. We trimmed back by 2-3 inches and fertilized on 4/21/2021.
- 10. Scheduled for week of 5/3/2021.
- 11. We will spray turf weeds again during the week of 4/26/2021.
- 12. Paver weeds will be treated on 4/28/2021.
- 13. St Augustine will be fertilized during the week of 4/26/2021. Proper mowing height will be maintained.
- 14. Canopies will be raised on 5/5/2021.

Sincerely,
Michael Wooldridge
Account Manager



Michael Wooldridge. Account Manager Cell: 904-535-7708 / MW@Duvallandscape.com

## Landscape Report

### Tab 5



### River Glen

#### 4/7/2021

Pond bank maintenance.

Spot mowing select areas on roadway and at amenity center.

#### 4/8/2021

Finish irrigation revamp at entry.

Begin landscaping entry (tri-color ginger is not installed as we try to locate acceptable plants)

### 4/9/2021

Install flowers at front entry.

#### 4/14/2021

Basic maintenance to entire property

Spray bed weeds around amenity parking lot and baseball diamond.

#### 4/15/2021

Install 300 more flowers at back entry.

#### 4/21/2021

Did not mow any St. Augustine grass.

Spot mowed Bermuda and zoysia.

Trimmed 3-4 inches off and fertilized pineapple guava on pool deck.

Trimmed forgotten ornamental grasses on pool deck.

Pulled weeds from plant material along roadway.

### 4/27/2021

Installed Stromanthe at entry to finish the entry sign revamp project. Adjusted irrigation at entry sign.



Your landscape Your business Your priorities Your satisfaction

Michael Wooldridge. Account Manager Cell: 904-535-7708 / MW@Duvallandscape.com



### River Glen

#### 4/28/2021

Did not mow any St. Augustine grass. Did weed eat some of the turf weeds in the St. Augustine.

Spray pool deck and around amenity center.

Pull weeds and vines from plant material around amenity center.

Trim plant material around amenity center.

Use community provided drag mat to pull behind stand-on lawn mower to drag baseball diamond.

#### 5/5/2021

Did not mow any St. Augustine grass. Did weed eat some of the turf weeds in the St. Augustine.

Trim and detail at entries.

Spray crack and bed weeds along roadway.

Sincerely,
Michael Wooldridge
Account Manager

Cell: 904-535-7708 / MW@Duvallandscape.com

### Tab 6

### **PROPOSAL**



Date	Proposal No.
04/24/21	12408

### **CUSTOMER**

River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine , FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Photo 1. RG Tower. Install Italian cypress trees to corner of tower. Flax lily between cypress and on sides. Confederate jasmine to sides of tower, fill in Ligustrum hedge and install dwarf bottle brush around palm tree.  Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$319.00
Italian Cypress - 30 gal installed	2.00	\$352.38	\$704.75
Flax Lilly - 3 gal installed (Kit)	35.00	\$23.74	\$830.90
Confederate Jasmine - 1 gal installed	60.00	\$10.20	\$611.88
Bottlebrush Dwarf - 3 gal installed	50.00	\$36.86	\$1,842.98
Ligustrum - 3 gal installed	17.00	\$19.37	\$329.31
Cypress Mulch Install	7.00	\$66.00	\$462.00
Enhancement Labor		\$39.88	\$119.63
Photo 2. Exit side of entry. Remove all material at corner. Install flax lily to corner, behind flax lily instal confederate jasmine, behind jasmine dwarf bottle brush Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$279.13
Flax Lilly - 3 gal installed (Kit)	25.00	\$23.74	\$593.55
Confederate Jasmine - 1 gal installed	27.00	\$10.20	\$275.36
Bottlebrush Dwarf - 3 gal installed	35.00	\$36.87	\$1,290.28
Cypress Mulch Install	5.00	\$66.00	\$330.00
Enhancement Labor		\$39.88	\$119.63
Photo 3. River Glen pkwy, entry side wall. Remove all material. Install 3 Italian cypress in the middle of the black fence. Install duranta around each pillar and install flax lily in front of the duranta and down the fence.  Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$199.38
Italian Cypress - 30 gal installed	3.00	\$352.38	\$1,057.13
Duranta - 3 gal installed	50.00	\$19.98	\$999.23
Flax Lilly - 3 gal installed (Kit)	70.00	\$23.73	\$1,661.40
Cypress Mulch Install	4.00	\$66.00	\$264.00
Enhancement Labor		\$39.88	\$119.63

Not rendered. Behind wall on entry side. Remove all plant material, flush cut trees and lower grade. Behind sidewalk bring St. Augustine up to concrete. Between wall and sidewalk install dwarf podocarpus. Enhancement/Extra Services Clean & Prepare Area for Installation \$39.88 \$598.13 St Augustine Sod Pallet - Sod installed - pallet 1.00 \$668.28 \$668.28 Podocarpus - 3 gal installed 39.00 \$24.99 \$974.60 Cypress Mulch Install 2.00 \$66.00 \$132.00 Same as photo 3.River Glen pkwy, exit side wall Remove all material including holly tree. Install 3 Italian cypress in the middle of the black fence. Install duranta around each pillar and install flax lily in front of the duranta and down the fence. Enhancement/Extra Services Clean & Prepare Area for Installation \$39.88 \$398.75 Italian Cypress - 30 gal installed 3.00 \$352.38 \$1,057.13 Duranta - 3 gal installed 50.00 \$19.98 \$999.23 Flax Lilly - 3 gal installed (Kit) 70.00 \$23.73 \$1,661.40 Cypress Mulch Install 4.00 \$66.00 \$264.00 **Enhancement Labor** \$39.88 \$119.63 Not rendered. Behind wall on exit side. Remove all plant material, lower grade. Behind sidewalk bring Zoysia up to concrete. Between wall and sidewalk install dwarf podocarpus. Enhancement/Extra Services Clean & Prepare Area for Installation \$39.88 \$398.75 Zoysia Pallet Updated 2.00 \$450.00 \$900.00 Podocarpus - 3 gal installed 39.00 \$24.99 \$974.60 2.00 \$66.00 \$132.00 Cypress Mulch Install Irrigation modification

Irrigation Service/Repairs

Misc Irrigation Parts, Fittings and adjustments

			· ·
Ву		Ву	
	Michael Wooldridge		
Date	4/24/2021	Date	
	Duval Landscape Maintenance	River	Glen CDD

1.00

\$300.00

Total:

\$300.00

\$21,987.67









Date	Proposal No.
04/20/21	13557

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River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Install flowers to back entry on Lagoon Forest Dr.

DESCRIPTION		QTY	EXT PRICE
June Flowers (Lagoon Forest Dr.)			
Enhancement/Extra Services			
Annuals 4" Tray		20.00	\$636.00
		Total:	\$636.00
Ву	Ву		
Michael Wooldridge			
Date 4/20/2021	Date		
Duval Landscape Maintenance		River Glen CDI	<u> </u>



Date	Proposal No.
04/26/21	13637

### **CUSTOMER**

River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Reference Item # 5 on April Field Inspection Report.

Remove all pineapple guava and philodendron along fence. Install podocarpus and mulch.

DESCRIPTION	QTY	<b>UNIT PRICE</b>	EXT PRICE
Southside of club house			
Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$398.75
Podocarpus - 3 gal installed (Kit)	89.00	\$24.99	\$2,223.80
Gold Cypress Mulch Install	5.00	\$66.00	\$330.00

				Total:	\$2,952.55
			L		
Ву		Ву			
	Michael Wooldridge				
Date	4/26/2021	Date			
	Duval Landscape Maintenance	_		River Glen CDD	)



Date	Proposal No.
04/26/21	13638

### **CUSTOMER**

River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Reference Item # 5 on April Field Inspection Report.

Remove all pineapple guava and philodendron along fence. Install podocarpus and mulch.

DESCRIPTION	QTY	<b>UNIT PRICE</b>	EXT PRICE
Southside of clubhouse			
Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$398.75
Podocarpus - 7 gal installed	65.00	\$68.72	\$4,466.73
Gold Cypress Mulch Install	5.00	\$66.00	\$330.00

			Total:	\$5,195.48
Ву		Ву		
-	Michael Wooldridge			
Date	4/26/2021	Date		
	Duval Landscape Maintenance		River Glen CDE	)



Date	Proposal No.
04/26/21	13636

### **CUSTOMER**

River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Reference item #8 on April Field Inspection Report.

Remove poor looking schillings in southeast corner of pool deck and inside pump area. Regrade area and install rock around drain box. Install cordgrass and mulch

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Southeast side of pool deck (cordgrass)			
Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$159.50
Drain Field Rock	0.50	\$145.00	\$72.50
Cordgrass - 3 gal installed	12.00	\$19.36	\$232.33
Gold Cypress Mulch Install	1.00	\$66.00	\$66.00

			Total:	\$530.33
		L	Total.	φυου.υυ
Ву		Ву		
	Michael Wooldridge			
Date	4/26/2021	Date		
	Duval Landscape Maintenance		River Glen CDD	



Date	Proposal No.
04/26/21	13632

### **CUSTOMER**

River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Reference item #8 on April Field Inspection Report.

Remove poor looking schillings in southeast corner of pool deck and inside pump area. Regrade area and install rock around drain box. Install loropetalum and mulch.

DESCRIPTION	QTY	<b>UNIT PRICE</b>	EXT PRICE
Southeast side of pool deck (loropetalum)			
Enhancement/Extra Services			
Clean & Prepare Area for Installation		\$39.88	\$159.50
Drain Field Rock	0.50	\$145.00	\$72.50
Loropetalum - 3 gal installed	19.00	\$22.49	\$427.40
Gold Cypress Mulch Install	1.00	\$66.00	\$66.00

			Total:	\$725.40
Ву		Ву		
	Michael Wooldridge			
Date	4/26/2021	Date		
	Duval Landscape Maintenance		River Glen CDD	

### Duval Landscape Maintenance 7011 Business Park Blvd N Jacksonville, FL 32256 www.duvallandscape.com

### **PROPOSAL**

Date	Proposal No.
05/11/21	13879

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River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Install 94 bails of pine straw everywhere on property pine straw is present. (April)

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Pine straw			
Enhancement/Extra Services			
Pinestraw - Installed - bales	1.00	\$940.00	\$940.00

			Total:	\$940.0
_				
Ву	Michael Wooldridge	Ву		
Date	5/11/2021	Date		
	Duval Landscape Maintenance		River Glen CDD	



Date	Proposal No.
05/11/21	13877

### **CUSTOMER**

River Glen CDD 2806 N. Fifth Street Suite 403 St. Augustine, FL 32084

### **PROPERTY**

River Glen CDD 65084 River Glen Parkway Yulee, FL 32097

Install 72 yards for Gold Cypress mulch everywhere on property mulch is present. (April)

DESCRIPTION	QTY	<b>UNIT PRICE</b>	EXT PRICE
Property mulch			
Enhancement/Extra Services			
Cypress Mulch Install	1.00	\$3,456.00	\$3,456.00

			Total:	\$3,456.0
Ву		Ву		
	Michael Wooldridge			
Date	5/11/2021	Date		
	Duval Landscape Maintenance		River Glen CDD	

# Amenity Manager Report

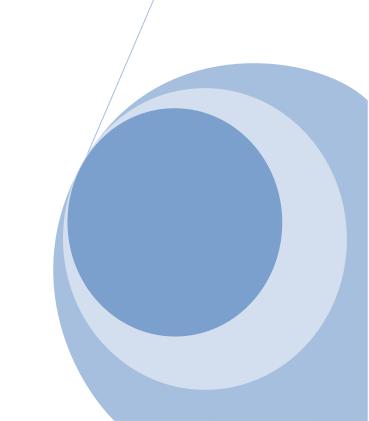
### Tab 7



### River Glen Community Development District

Field Report May 2021

First Coast CMS LLC 05/06/2021



### **Swimming Pools**

1) At this time, there are no large issues regarding the swimming pools.

There was a problem with the Activity Feature timers. We located the manufacturer of the timer and purchases them directly. Staff installed it on 4/06.

The pool was inspected and the DOH is recommending the pool be resurfaced.

The main drains to main pool have been replaced by Franks Pool Service

### **Facility Maintenance**

We would like direction from the Board regarding rentals of the clubhouse. Now that the pavilion is available for private reservation, we would recommend updating the policies to state that Patrons reserving the pool will not have access to the pool. The reason we are asking the Board to consider this is because we want to keep the furniture and floor dry and not allow bathing suits.

At this time, we are requesting that the Board allow us to accept credit cards for events books. We have the ability to use special web based software that allows residents to see available times and book/pay online. There would be a 6% fee that would need to be retained by First Coast CMS to cover software and credit card processing fees.

# District Manager

### Tab 8



**Q** 904.491.7500

96135 Nassau Place, Suite 3 Yulee, FL 32097

info@votenassau.com www.VoteNassau.com

April 15, 2021

Ms. Lesley Gallagher
District Manager
Rizzetta & Company
2806 North Fifth Street, Unit 403
St. Augustine, FL 32084

RE: River Glen Community Development District

Dear Ms. Gallagher,

In response to your letter received on April 15, 2021, please be advised that as of April 15, 2021, there are 545 registered voters within River Glen Community Development District's boundaries.

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

Sincerely,

Janet H. Adkins

Nassau County Supervisor of Elections

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# **BUSINESS ITEMS**

## Tab 9

### RIVER GLEN

### **COMMUNITY DEVELOPMENT DISTRICT**

# RULES, POLICIES AND FEES FOR THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT AMENITIES

Adopted May 14, 2008 Previously Amended April 19, 2018

As Amended November 21, 2019

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

### **DEFINITIONS**

- "Amenity or Amenities" shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the club house and pool, exercise room, tennis courts, fields, basketball court, and parks, together with their appurtenant areas.
- "Amenity Policies" or "Policies" shall mean these Amenity Policies of River Glen Community Development District, as amended from time to time.
- **"Annual User Fee"** shall mean the fee established by the District for any person who is not a Property Owner and who wishes to use the Amenities. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.
- **"Board of Supervisors" or "Board"** shall mean the River Glen Community Development District's Board of Supervisors.
- "Guest" shall mean any person or persons who are invited by a Patron to participate in the use of the Amenities.
  - "District" shall mean the River Glen Community Development District.
- **"District Manager"** shall mean the professional management company with which the District has contracted to provide management services to the District.
- "Non-Resident" shall mean any person or group of persons residing within a single residential unit and not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.
- **"Patron" or "Patrons"** shall mean Property Owners, Non-Residents, and Renters who are eighteen (18) years of age and older who are authorized to use the Amenities.
- **"Property Owner"** shall mean that person or persons having fee simple ownership of lands within the District.
- **"Renter"** shall mean any group of persons residing in a Resident's home pursuant to a valid rental or lease agreement.
- **"Storage Fee"** shall me the annual fee, or prorated portion thereof, paid by a Patron for the use of the District's storage facility.

### RIVER GLEN ANNUAL USER FEE

The Annual User Fee for any Non Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenities by Non Residents. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenities; such increase may not exceed ten percent (10%) per year. The Amenities may not be used for commercial purposes.

### **GUESTS**

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of the Policies as set forth by the District could result in loss or suspension of the accompanying Patron's privilege to use the Amenities.
- (2) Each Patron may bring no more than five (5) persons as guests to the Amenities at one time unless the Patron has reserved a room or pavilion at the Amenity and has paid the required usage fee. In the event the Patron has rented a room or pavilion at the Amenity, the number of Guests shall be limited by the room or pavilion policies.

### **RENTER'S PRIVILEGES**

- (1) Residents who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity use privileges.
- (2) In order for the Renter to be entitled to use the Amenities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity as the Resident.
- Owner's privilege to use the Amenities, the Property Owner shall not be entitled to use the Amenities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with these Policies and all other policies and rules of the District governing the Amenities. Violation of any such policies or rules or the misuse or destruction of Amenity equipment may result in the suspension or termination of Amenity privileges by the offending Patron or Guest.

The District reserves the right to amend, modify, or delete these Policies, in part or in their entirety, when necessary, at a duly-noticed meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

Disregard for rules or policies may result in expulsion from the Amenities and/or loss of Amenity privileges in accordance with the procedures set forth herein.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- Opes and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at the Amenities or adjacent areas.
- (5) The District Manager, a Board representative and the Amenity Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at the Amenities except within designated smoking areas.
- (7) Glass and other breakable items are not permitted at any Amenity.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenities.
- (10) The District will not offer child care services to Patrons or Guests at any of the Amenities.

- (11) Skateboarding and rollerblading are not allowed on the Amenity property at any time. This includes, but is not limited to, the Clubhouse, tennis courts, basketball courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Alcoholic beverages are not permitted at any District owned facility or property at anytime except pursuant to and in strict compliance with the provisions and requirements governing Amenity rentals.
- (14) Commercial advertisements shall not be posted or circulated in the Amenities. Except as may be otherwise permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District Manager.
- (15) The Amenities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenities or their parking areas.
- (17) The District Manager and a Board representative reserve the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenities.
- (19) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

### LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of invitation to the Amenities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenities, any property or furniture belonging to the District or its contractors without proper

authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).

- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenities premises, shall do so at his or her own risk, and shall hold the Amenity owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the District's Board of Supervisors or staff, agents or employees of the District, or any Amenity r operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

### **USE OF AMENTIES**

*Hours*: The District Amenities are available for use by Patrons during normal operating hours to be established and posted by the District.

*Emergencies*: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

**District Equipment**: All equipment owned by the District and available for use by Patrons and Guests must be signed out at the Amenity Manager's office, and the Amenity Manager shall retain that Patron's ID card as security for the return of the equipment. The Patron

who signs out the equipment is responsible for its use and return as signed out. Should the equipment be returned damaged, missing pieces or in worse condition than when it was signed out, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

The Amenities are unattended facilities. Persons using the Amenities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenities should consult with a physician prior to commencing a fitness program. Guests may not use the Amenities without Patrons present.

### **GENERAL SWIMMING POOL RULES**

#### NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) The District reserves the right to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (10) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the Amenities. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (11) Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity at any time.
- (12) The District reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the Amenity.

- (14) Proper swim attire (no cutoffs) must be worn in the pool.
- (15) No chewing gum is permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed.
- (21) Pool furniture is not to be removed from the pool area and shall not be placed in the pool.
- (22) Loud, profane, or abusive language is absolutely prohibited.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity pool and deck area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the District's Board of Supervisors.
- (29) A sign with all the pool rules will be posted by the pool.

### **SWIMMING POOL CONTAMINATION POLICY**

- (1) If feces contamination occurs in the pool, the pool shall be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **FITNESS POLICIES**

*Eligible Users*: Patrons and Guests sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. No children under the age of sixteen (16) are allowed in the fitness center at any time.

**Food and Beverage**: Food (including chewing gum) is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness center.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the fitness center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each person is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the fitness center with the approval of the District.

- (4) Hand chalk is not permitted to be used in the fitness center.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the fitness center.
- (8) Use of cardiovascular equipment shall be limited to thirty (30) minutes, and users must step aside between multiple sets on weight equipment, if other persons are waiting.
- (9) All persons must be respectful of others and allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Weights must be replaced to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

### **TENNIS COURT POLICIES**

Tennis courts are available on a first come, first serve basis. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. The Tennis courts are unattended and persons using the facility do so at their own risk. Persons interested in using the tennis courts are encouraged to consult with a physician prior to using the facility.

Tennis players must abide by these rules and guidelines. Tennis is a game of sportsmanship, proper etiquette and fair play.

- (1) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper tennis shoes and attire, as determined by the District Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (3) Tennis courts are for Patrons and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The court should be left ready for play by others.
- (6) Court hazards or damages, such as popped line nails, should be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) The tennis facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.

(12) Children under the age of thirteen (13) are not allowed to use the tennis courts unless accompanied by an adult Patron.

### **BASKETBALL/SOFTBALL FACILITY POLICIES**

- (1) Proper basketball and softball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper basketball or athletic shoes and attire are required at all times while on the courts/fields. Shirts must be worn. No black soled shoes allowed.
- (3) The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited from use on the courts.
- (4) Beverages are permitted at the basketball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (5) No chairs, other than those provided by the District, are permitted on the basketball courts.
- (6) Children under the age of thirteen (13) are not allowed to use the basketball courts unless accompanied by an adult Patron.
- (7) The court should be left clean after use.

### PLAYGROUND/TOT LOT/SOCCER FIELD POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground/soccer field.
- (3) Persons using the playground/soccer field must clean up all food, beverages and miscellaneous trash brought to the playground/soccer field. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is prohibited.
- (5) Patrons and Guests who use the playgrounds and or soccer field do so at their own risk.
- (6) The playgrounds and/or soccer field may not be reserved or rented by Patrons. They may; however be reserved by the District for District-sponsored events or functions.

#### RIVER GLEN GENERAL FACILITY RENTAL POLICIES

- (1) Patrons may reserve the River Glen Room or Pavilion through Amenity Center Staff for meetings, classes, events, etc., for a maximum of five (5) hours per event. The five (5) hour limitation may only be exceeded upon specific authorization from the District's Board of Supervisors. A Patron may not reserve both the River Glen Room and Pavilion at the same time and/or for the same event. The pool and pool area may not be reserved for private use.
- (2) Patrons may not reserve the River Glen Room and/or Pavilion more than four (4) times in any twelve (12) month period.
- (3) Patrons may not reserve the River Glen Room or Pavilion on behalf of or for the use of non-Patrons.
- (4) Patrons reserving the River Glen Room or Pavilion must be present for the duration of any event or use of such facilities during Patrons rental period.

- (5) The maximum number of persons attending any event shall not exceed fifty (50) persons.
- (6) Reservation of the River Glen Room is on a first come, first serve basis and is subject to approval by the District Manager.
- (7) All Patrons will be required to fill out and sign the District Facility Use Application Agreement.
- (8) Upon application for use of the River Glen Room or Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the Patron requesting the River Glen Room or Pavilion will be required to pay the costs associated with the attendant.
- (9) The River Glen Room and Pavilion will not be available for use on the following days:

December 24<sup>th</sup>
December 31<sup>st</sup>
Easter Sunday
Memorial Day
Thanksgiving Day

December 25th January 1<sup>st</sup> July 4<sup>th</sup> Labor Day

The River Glen Room and Pavilion are not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

- (10) The River Glen pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours. Rental of the River Glen Room and/or Pavilion may not unreasonably interfere with the use and enjoyment of the pool and pool areas by Patrons.
- (11) A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility and additional cleaning services are not required to return the facilities to prerental condition.
- (12) Each Patron is responsible for inspecting the River Glen Room or Pavilion prior to use and reporting any damage to the Amenity Center Staff. Failure to do so may result in the Patron being responsible for any existing damage to the Room. The costs of any damages beyond the amount of the deposit shall be the responsibility of the Patron and Patron will be required to acknowledge said responsibility when completing application for the use of the Room.
- (13) Patrons may not use nails or any permanent adhesives that would do damage to the inside or outside the Amenity Center
- (14) A cleanup fee in the amount established by District rule is required for all functions.
- (15) The Amenity Center Staff should be contacted to make proper arrangements regarding the reservation of the Room and to obtain the amounts of the deposit and cleanup fee.

- (16) Patrons may not bring or use grills or smokers to the Amenity Facilities during rental of the facilities.
- (17) Additional insurance coverage may be required for certain types of events as the District determines on a case by case basis within the sole discretion of the District Manager or the District's Board of Supervisors. The District shall be named as an additional insured party on any such policies, and a certificate of insurance demonstrating the appropriate coverage amount and insured parties shall to be provided to the District Manager at least five (5) business days prior to the event.
- (18) Alcohol may be served during rental of the River Glen Room subject to strict compliance with the following conditions:
  - A. Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) is required for all events that are approved to serve alcoholic beverages. The District shall be named as an additional insured party on any such policies, and a certificate of insurance demonstrating the appropriate coverage amount and insured parties shall to be provided to the District Manager at least five (5) business days prior to the event.
  - B. A member of Amenity Staff must be present throughout the duration of the rental period during which alcohol is anticipated to be served. Patron shall be responsible for the total cost incurred to have such member of Amenity Staff present. Such cost shall be billed at the standard hourly rate of the attending member of Amenity Staff. Patron must remit payment in full to the District Manager at least five (5) business days in advance.
  - C. Patrons are responsible for ensuring that full compliance with all federal, state, and local laws and regulations governing the use or service of alcohol.
- (19) Alcohol may not be served during rental of the Pavilion under any circumstances.

### **Schedule of Fees/Deposits**

(1) A non-refundable rental fee will be charged as follows:

River Glen Room: \$50.00 for up to 50 guests.

Pavilion: \$50.00 for up to 25 guests.

A check shall be made out to the "River Glen Community Development District" and submitted to the Amenity Center Staff at the Amenity Center during posted office hours. Facilities will not be considered reserved until payment of the rental fee is received in full.

(2) A refundable security deposit will be charged as follows:

River Glen Room: \$300 00

Pavilion: \$150.00

To receive a full refund of the security deposit, the following must have occurred:

- 1. all garbage is removed from the facility;
- 2. all displays, favors or remnants of the event are removed;
- 3. the furniture and other items are returned to their original position;
- 4. all counters, table tops and sink areas are cleaned and wiped; and
- 5. no damage occurred to the River Glen Room, Pavilion, the respective property of each, or other District Property;
- 6. no additional cleaning of the facilities is required to return the facilities to prerental condition.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Patrons may also opt initially to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

A check for the full amount of the security deposit must be received at least five (5) business days in advance.

### **Indemnification**

Each organization, group or individual reserving the use of the Amenities (or any part thereof) or storage area agrees to indemnify and hold harmless the District, the members of the Board, the District's management company and their respective officers, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

### **FISHING AND LAKE POLICY**

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District request that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for run off and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Center for swimming activities.

### **RULE: SUSPENSION AND TERMINATION OF PRIVILEGES**

### Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenities:

Notwithstanding anything contained herein, the District Manager or Amenity Manager may at any time restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenities when such action is considered necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) consecutive days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager or Amenity Manager. The Board shall be notified to review this action at its next meeting.

### **Relating to District Polices and Fees for All Amenities:**

A Patron's or Guest's privileges at any or all Amenities may be subject to various lengths of suspension or revocation for up to one (1) calendar year by the District's Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

- 1. Fails to abide by the District Policies and Fees for the Amenities established and approved by the Board.
- 2. Submits false information on facility applications.
- 3 Permits unauthorized use of an Access Card

- 4. Exhibits unsatisfactory behavior, deportment or appearance.
- 5. Treats the personnel or employees of the District or its management company in an unreasonable or abusive manner.
- 6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
- 7. Damages or destroys District property.

### **District Suspension and Revocation Process:**

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or revocation of a Patron's or Guest's privileges:

- A. First Offense –Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense Automatic suspension of all Amenity privileges for one (1) week; a written report will be created, signed by the Patron/Guest and kept on file at the District Manager's Office.
- C. Third Offense Automatic suspension from all Amenities for up to thirty (30) days or until the date of the next District Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the District's Board of Supervisors for recommendation of suspension beyond thirty (30) days or possible revocation of the Patron's/Guests privileges for up to one (1) calendar year from the Board's revocation of Patron's privileges.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

These Policies adopted and amended by the Board of Supervisors for the River Glen Community Development District on this day the 21st day of November, 2019.

Secretary/Assistant Secretary

14

# Discussion Regarding Shade Structure and Playground Equipment

# **Tab 10**



#### **FOUNTAIN MAINTENANCE SERVICES QUOTE**

CUSTOMER NAME: Lesley Gallagher PROPERTY NAME: River Glen CDD CONTRACT EFFECTIVE DATE:

SUBMITTED BY: Katie Cabanillas, BDC

SPECIFICATIONS: Quarterly Maintenance of new 15 Hp fountain in entrance pond

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. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- PAYMENT TERMS. The Annual Contract Price is \$700.00. SOLitude shall invoice Customer \$175.00 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 quarterly 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. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Quarterly Contract Pricing that is simply an even four (4) month amortization of the Annual Contract Price. 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. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed 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. <u>TERM AND EXPIRATION.</u> 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 three percent (3%) escalation in the Annual Contract Price

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude 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 SŌLitude 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.



each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>DISCLAIMER.</u> 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 the SOLitude, unless there is willful negligence on the part of SOLitude.

- 5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. 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. <u>FORCE MAJEURE</u>. 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.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> 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. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.



- 9. <u>ENTIRE AGREEMENT</u>. 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. <u>NOTICE</u>. 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. <u>BINDING</u>. This Agreement shall insure to the benefit of and be binding upon the legal representatives and successors of the parties.

THIS IS FOR QUOTE PURPOSES ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS.

PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS OR FOR A CONTRACT FOR SIGNATURE.

THANK YOU!

Please Remit All Payments to:

1320 Brookwood Drive Suite H Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453



#### **SCHEDULE A - ANNUAL FOUNTAIN MANAGEMENT SERVICES**

#### Fountain Maintenance Service:

1. Company will service each of the fountains **four (4) times per year** on a once per quarter basis as follows:

Perform Amp test on the motor to verify appropriate amp load.

Check incoming and outgoing Voltage.

Test Motor GFCI Protection Breaker.

Test Contactor (starter).

Test motor overload protection to make sure it is set and functioning properly. Check fuses.

Make sure all wires, breakers, and other electronic parts are securely attached Check timer and set as needed.

Test Lighting GFCI breaker in the control panel to make sure it is operating properly. Check lighting timer and set as needed.

If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:

Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.

Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.

Inspect propeller or impeller (depending on what type unit) and diffuser plate (if present) to make sure they are tightly attached and not bent or damaged in any way.

Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.

Clean all lighting lens covers.

Check each light and replace lamps that have burnt out.

Replace any seals on light housing which are leaking.

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

#### Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work



performed as part of this contract.

#### Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### <u>Customer Responsibilities:</u>

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

#### General Qualifications:

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

#### Services Contract Page 6 of 6



- determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

# Consideration of Proposal(s) for Security Cameras (Under Separate Cover)

## **Tab 11**



PO Box 51289 Jacksonville Beach FL 32240 (904) 220-3337, Info@krystalklean.com

#### **Estimate**

ESTIMATE#	47126755
DATE	
PO#	

#### **CUSTOMER**

Rizzetta & Company
Tony Shiver
2806 North Fifth Street Unit#403
St. Augustine, Florida, 32084
(904) 537-9034
tony@firstcoastcms.com

#### SERVICE LOCATION

Rizzetta & Company River Glen CDD 65084 River Glen Pkwy Yulee, FL, 32097 (904) 537-9034 tony@firstcoastcms.com

**DESCRIPTION** 

Painting walls & interior of amenity center.

#### \*PRESSURE WASHING PORTION OF PROPOSAL ALREADY APPROVED\*

Description	Qty	Rate	Total
Commercial Pressure Washing - Two Entrances Clean all stucco areas prepping for painting.	1.00	\$750.00	\$750.00
-Pressure wash surfaces with moderate heat, regulated pressure, and a balanced antimicrobial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleanedPlease review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needsTechnicians work safely to protect customer property and the surrounding			
environmentTechnicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.			
Painting - Two Entrances Painting 1 coat all stucco walls, caps, columns, one tower and door. Caulk where needed. Columns include all areas where vinyl fences are along the front of the property and one section just past main entrance. We will need to enter residences yards to paint the back sides.	1.00	\$4,285.00	\$4,285.00
Any rotten wood discovered price for repairs on case by case basis.  Repair of damaged cap not included. Need separate estimate.			
Materials Loxon Self cleaning paint to match existing colors. 30 gallons 3 tubes np1 caulking bondo for small repairs.	1.00	\$1,345.00	\$1,345.00
Commercial Pressure Washing - Amenity Center Clean exterior of building and pool house, prep for paint.  -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-	1.00	\$1,200.00	\$1,200.00
microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned.			

- -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.
- -Technicians work safely to protect customer property and the surrounding environment.
- -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

adjusted depending on surface conditions.			
Painting - Amenity Center Exterior  Painting two coats on all exterior stucco areas: walls, columns, trim, doors, and Pool house.  First coat is a clear conditioner for chalking walls.	1.00	\$18,765.00	\$18,765.0
Second coat is Loxon Self Cleaning tinted to match existing color Snapdry on the doors			
Wood ceilings and soffits and facia not included.			
Materials 25 gallons of Loxon conditioner	1.00	\$3,865.00	\$3,865.0
75 gallons of Loxon Self Cleaning Top Coat 10 tubes of NP1 caulking			
3 gallons Snapdry 1 stucco repair kit for minor repairs			
Painting - Amenity Center Interior Painting one coat on all interior painted areas: walls: \$3695	1.00	\$8,440.00	\$8,440.0
crim: \$650 crown:\$750 caseboards: \$695 doors 18: \$1,665			
ceilings: \$985	4.00	¢4.205.00	¢4 205 0
Materials 5 gal Duration Trim paint. 15 gallons Duration Wall paint 5 gal Duration Ceiling paint. 4 tubes of quick dry caulking	1.00	\$1,295.00	\$1,295.0
Commercial Pressure Washing - Vinyl Fence and Stucco Columns  Clean the road facing side of the vinyl fence but all sides of the stucco columns.	1.00	\$1,755.00	\$1,755.0
Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti- nicrobial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. Please review any specific concerns with your Krystal Klean estimator so we arrive			
prepared to meet your needs. Technicians work safely to protect customer property and the surrounding environment.			
Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.			
Painting - Columns Painting one coat on all columns and caps, attached to vinyl fencing. Caulking cracks where needed.	29.00	\$295.00	\$8,555.0
Materials - Columns 15 gallons: Loxon Self Cleaning tinted to match Caulking where needed	1.00	\$785.00	\$785.C
Commercial Pressure Washing - Amenity Parking Lot Curbs and sidewalks from entrance to playground.	1.00	\$645.00	\$645.0
-Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti- microbial solution to remove organic build-up. Some stains may not be fully removable			

from surfaces being cleaned.

- -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.
- -Technicians work safely to protect customer property and the surrounding environment.
- -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

#### Commercial Pressure Washing - Sidewalks and Curbs

Sidewalks and Curbs in the red marked area on the site map.

Sidewalks: \$4,185 Curbs: \$2,425

- -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced antimicrobial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned.
- -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.
- -Technicians work safely to protect customer property and the surrounding environment.
- -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

**Estimate Total:** 

\$58,295.00

\$6,610.00

\$6,610.00

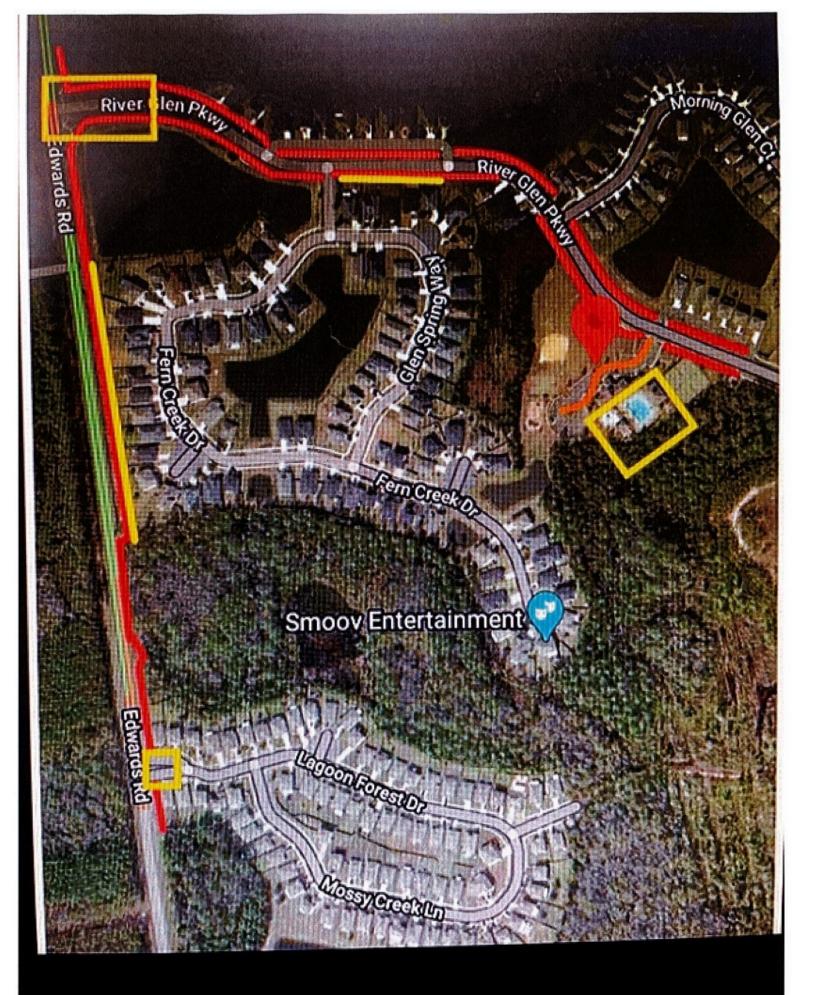
1.00

#### **CUSTOMER MESSAGE**

Thank you for the opportunity to serve you!

Krystal Klean upholds the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, Krystal Klean cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.

Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.



### **Tab 12**

#### **RESOLUTION 2021-09**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGETFOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the River Glen Community Development District ("District") prior to June 15, 2021, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"), a copy of which is attached hereto as Exhibit A and incorporated by reference herein; and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	 _, 2021
HOUR:	 _
LOCATION:	 _
	 <del>-</del> -

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Nassau County, Florida at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF MAY, 2021.

ATTEST:	RIVER GLEN COMMUNITY		
	DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chairperson, Board of Supervisors		

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

# Exhibit A will be attached as Fiscal Year 2021-2022 Proposed Budget (Under Separate Cover)

# AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

# ADJOURNMENT