



Rizzetta & Company

# **River Glen Community Development District**

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**Board of Supervisors' Meeting  
November 18, 2021**

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

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

## **RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Charles Moore	Chairman
	Gretchen Copeland	Vice Chairman
	Steven Bryant	Assistant Secretary
	Steven Nix	Assistant Secretary
	Robert Porter	Assistant Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Hopping Green & Sams, P.A.
<b>District Engineer</b>	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

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

November 11, 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, November 18, 2021 at 2:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. Following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' River Glen Regular Meeting held September 16, 2021.....Tab 1
  - B. Ratification of Operation and Maintenance Expenditures for August 2021 and September 2021.....Tab 2
  - C. Ratification of Capital Improvement, Account Series 2021, CR1 AA1, CR1 S21 A2, CR2 S21 A2.....Tab 3
  - D. Establishing Audit Committee and Setting First Meeting Date
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Discussion Regarding Sidewalks
    - 2.) Discussion Regarding Storm Water System
  - C. Field Inspection
    - 1.) Field Inspection Report, October 5, 2021.....Tab 4
  - D. Landscape and Irrigation Report
    - 1.) Duval Landscape Report, November 10, 2021.....Tab 5
  - E. Amenity Manager Report
    - 1.) First Coast CMS Amenity Manager Report, November 10, 2021.....Tab 6
    - 2.) Discussion Regarding Playground.....Tab 7
  - F. District Manager
    - 1.) Acceptance of Technology Services Contractual Assignment.....Tab 8
    - 2.) SOLitude Lake Management Report, October 12, 2021.....Tab 9
5. **BUSINESS ITEMS**
  - A. Consideration of SOLitude Lake Management Proposal for Additional Ponds.....Tab 10
  - B. Discussion Regarding Landscape Maintenance
    - 1.) *Consideration of Proposals for Landscape Maintenance (Under Separate Cover)*
  - C. Consideration of JEA Transfer, Phase 4A.....Tab 11
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

**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, September 19, 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	<b>Board Supervisor, Chairman</b>
Gretchen Copeland	<b>Board Supervisor, Vice Chairman</b>
Steven Nix	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Dan McCranie	<b>District Engineer, McCranie &amp; Associates, Inc</b> <b>(via speakerphone)</b>
Tony Shiver	<b>President, First Coast CMS</b>
Jason Liggett	<b>Field Service Manager, Rizzetta &amp; Company, Inc.</b> <b>(via speakerphone)</b>
Chad Ellis	<b>Representative, GreenPoint</b>
Lemese Graham	<b>Representative, Duval Landscaping</b>

Audience members present

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

Ms. Gallagher called the meeting to order at 1:32 p.m. and read the roll call.

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

No comments on agenda items.



**THIRD ORDER OF BUSINESS****Consideration of the Board of Supervisors'  
Special Meeting Minutes held on August 19,  
2021**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the Minutes of the Board of Supervisors August 19, 2021 Special Meeting for River Glen Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of Operation and Maintenance  
Expenditures for June 2021 and July 2021**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board ratified the Operation and Maintenance Expenditures for June 2021 in the amount of \$27,884.59 and July 2021 in the amount of \$22,170.94 for River Glen Community Development District.

**FIFTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Ms. Buchanan was available to answer any questions but had no specific report.

**B. District Engineer**

Mr. McCranie updated the Board that the Edwards Road right of way permit had been applied for and was in process in connection with the drainage repairs.

**C. Field Inspection Reports****1.) Field Service Report, September 7, 2021**

Mr. Liggett updated the Board that Duval Landscaping was replacing three (3) pallets of Bermuda sod but more will be needed. He also noted concerns about the need to treat with fungicide and insecticide and that while mowing has been completed, hard edging has not.

Discussions ensued.

The Board requested copies of all spray records. Mr. Graham was in attendance for Duval Landscape but did explain that he was assisting with coverage of the meeting and would have to request the branch send this to the District Manager. Ms. Gallagher then requested he also forward a proposal to drop a hazardous tree which had been previously requested numerous times. Mr. Graham indicated that the proposal would be sent today.

## D. Landscape Report

## 1.) Duval Landscape Report, September 2021

Mr. Nix requested to attend the next field inspection report scheduled for October 5, 2021 at 12:30 p.m.

*The Board moved to agenda item 5A, Consideration of Proposals for Landscaping Areas in Phase 2.*

The Board reviewed proposals from GreenPoint and a proposal from Duval (Exhibit A). Ms. Gallagher noted for the Board that both companies confirmed mowing was for the full pond bank.

On a motion by Mr. Copeland, seconded by Mr. Nix, with all in favor, the Board approved proposal from GreenPoint at an annual expense of \$12,765.00, for areas specified, for River Glen Community Development District.

*The Board moved back to agenda item 4E.*

## E. Amenity Manager Report

## 1.) First Coast CMS Amenity Manager Report, September 9, 2021

Mr. Shiver updated the Board that the shade structures should be completed by the end of next week, the gym will be closed on Monday for painting and the new pool chemical feeding equipment had arrived. He also noted for the Board that back in April he had received a proposal from Florida Carter to completely redo the ball field including clay. This estimate was \$112,000.00 at that time and for informational purposes only. He was noting this due to ongoing concerns regarding the declining condition of this area under the maintenance of Duval Landscape.

Discussions ensued regarding the Boards desire to hold Duval Landscape responsible for the replacement of this turf. Direction was given to obtain the chemical records requested and based on those to send a thirty-day notice to correct and include the demand for sod to be replaced come spring.

## F. District Manager

## 1.) SOLitude Lake management Report, September 8, 2021

Ms. Gallagher updated the Board that she was notified that the fee for the Fiscal Year 2020-2021 audit increased from \$4,900 to \$7,900 and Grau and Associates noted this was due to the new Bond issuance during this Fiscal Year. The audit deadline is February which doesn't leave enough time for Auditing Services to go out to Request for Proposals.

On a motion by Mr. Moore, seconded by Ms. Copeland, with all in favor, the Board authorized the increase fee with the understanding an attempt needed to be made to try and negotiate the increase down, for River Glen Community Development District.

Ms. Gallagher also updated the Board that AT&T is still waiting on materials to start work.

The Board authorized the School District to use the Amenity Center as a bus stop if needed.

## SIXTH ORDER OF BUSINESS

### Consideration of Proposal for Refurbishment of Activity Feature

Mr. Shiver reviewed proposals from Bliss and Compac Filtration for refurbishment of the activity feature. Mr. Shiver communicated that he was hoping to see this work completed by March 15, 2022.

*The Board moved to agenda item 5C, Refurbishment of the Swimming Pool.*

The Board reviewed two (2) proposals from Crown Pools in the amount of \$420,471.00 and from Oak Wells in the amount of \$271,152 (Exhibit B). Discussions ensued regarding pricing and warranty.

On a motion by Mr. Moore, seconded by Ms. Copeland, with all in favor, the Board approved Oak Wells proposal in the amount of \$271,152.00 for swimming pool repairs and the Compac proposal for the activity feature refurbishment in the amount of \$62,087.96, to be paid from the refinance proceeds, for River Glen Community Development District.

## SEVENTH ORDER OF BUSINESS

### Consideration of Proposal for Pond Maintenance, Ponds 11 & 12

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved proposal for Pond Maintenance for Ponds 11 & 12, subject to the District Engineer's satisfactory inspection and conveyance for River Glen Community Development District.

## EIGHTH ORDER OF BUSINESS

### Consideration of Fiscal Year 2021-2022

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**District Insurance Policy Renewal**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved of Fiscal Year 2021-2022 District Insurance Policy Renewal for River Glen Community Development District.

**NINTH ORDER OF BUSINESS****Supervisor Requests and Audience Comments**

Mr. Nix requested that the pine trees beside his home be reviewed for hazards.

Ms. Copeland noted that due to the high cost of the items approved earlier in the meeting she was recommending putting any further discussion regarding the playground on hold for now.

An audience member requested gym equipment have maintenance done

An audience member requested rental restrictions on homes. Ms. Gallagher noted that the CDD had no authority over private property.

A question was raised if Phase 2 residents would also have access to the gym. Ms. Gallagher responded that yes, they would.

**TENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board adjourned the meeting at 3:37 p.m. for River Glen Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# **Exhibit A**



## GENERAL SERVICES | LANDSCAPE MAINTENANCE SPECIFICATIONS PHASE II

Item	Frequency	Description of Services
<b>Grounds Maintenance</b>	38 Week Cycle	Includes Mowing, Weeding, Edging, Blowing Debris, Bed Weed Control, Shrubs, Trees and Groundcover Detailing and Pruning
<b>Turf Care</b>	0 for Bahia	Turf Fertilization, Insect Control, and Weed Control
<b>Tree, Shrub &amp; Groundcover</b>	0 for Ornamentals	Tree, Shrub and Groundcover Fertilization and Insect Control
<b>Irrigation Maintenance</b>	12 Monthly Wet Checks & Detailed Reporting	Includes minor adjustments and full inspection of system. Check all zones and pumps, including minor adjustments and repairs. Monthly Irrigation report <i>Repairs will be proposed separately when discovered monthly.</i>
<b>Seasonal Color</b>	Per Request	Remove and dispose of old flowers Turn beds and amend soil as necessary Plant and space flowers to correspond with existing planting masses.
<b>Mulch</b>	Per Request	Full application of Mulch to the property Prep, apply a 2–3 inch layer of mulch to planting beds trees and around tree rings, and cleanup
<b>Tree Pruning</b>	Per Request	Any tree canopy under 8' Includes trimming, shaping, debris removal and clean up <i>Pricing per request for larger trees.</i>

Landscape Maintenance	Occurrences	Price Each	Annually	Monthly
General Maintenance	38	\$488.21	\$18,552.00	\$1,546.00
Turf Care	0	\$00.00	\$00.00	\$00.00
Tree, Shrub & Groundcover	0	\$00.00	\$00.00	\$00.00
Irrigation	12	\$70	\$840.00	\$70
<b>General Landscape Maintenance Totals</b>			<b>\$19,392.00</b>	<b>\$1,616.00</b>

Additional Enhancement Services Available per Request	
Seasonal Color	N/A
Mulch	N/A
Palm Trimming	N/A



A Landscape Management Company  
6520 US HWY 1 NORTH  
Saint Augustine, FL 32095  
904-429-9781

DATE: 9/7/2021 FOR: River Glen Phase 2

Thank you for allowing GreenPoint Inc. the opportunity to bid on the maintenance contract for your commercial property. GreenPoint Inc. has earned its reputation as a hard-working, team-oriented contractor with high standards of excellence in both quality and customer service. Our prompt service and keen attention to detail are just the beginning of the proactive approach we take. We believe that the condition of our client's property is a direct reflection on our company - which is why we are constantly on the lookout for either potential problems, or for ways to enhance the "curb appeal" of your project.

Enclosed is our standard annual agreement which details all of our services that we will provide to you. Please review the information and feel free to contact me if you have any questions.

In closing, I would like to thank you for taking the time to consider GreenPoint Inc. for your lawn and landscaping maintenance needs. Please feel free to contact me should you have any questions or need additional information.

Sincerely, **Chad Ellis**



This service agreement (Agreement) is made on \_\_\_\_\_ (Effective Date) between \_\_\_\_\_ (Client), and GreenPoint, Inc. 6520 US HWY 1 NORTH Saint Augustine, FL 32095 (Contractor):

1. **Services.** Contractor agrees to furnish comprehensive lawn and landscaping services (Services) for the client including all services listed on Exhibit A. See Exhibit B for schedule.
2. **Payment.** Client agrees to pay Contractor for the Services at the rate and terms set forth on Exhibit C.
3. **Terms.** The terms of this agreement will begin on the Effective Date and continue for One (1) year unless it is terminated sooner. Either party may terminate this Agreement at any time and for any reason upon 30-days written notice to the other party.
4. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demands liability or expense (including court costs and attorney fees) whether from injury to person, loss of life or damage to property, or arising out of breach of this agreement, or any intentional or negligent act or omission by Contractor or its employees, agents or subcontractors.
5. **Insurance.** Contractor shall maintain general commercial liability insurance coverage in a minimum amount of \$1,000,000.00 dollars per occurrence or in such greater amounts as are reasonably necessary to ensure coverage for any claims or damages claimed as a result of its performance under this Agreement.
6. **Compliance with law.** Contractor shall comply with all applicable laws, rules and regulations pertaining to its performance under this Agreement. Throughout the term of this Agreement, contractor shall maintain any required licenses and permits required to comply with such laws, rules and regulations.
7. **Independent Contractors:** The parties each acknowledge that they are independent contractors. Nothing in the Agreement shall be construed or deemed to create a relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
8. **Employees.** It is understood that the appointment, if any, is at the Contractors sole risk, expense and supervision and any such employee shall have no claims against Client for wages, salary, or fringe benefits. Contractor agrees that any such employee shall be subordinate to the Contractor and shall be subject to the terms and conditions, which apply to Contractor under this Agreement, and that Contractor shall be liable for any breach of this Agreement by any such employee. Contractor shall provide workers compensation insurance for Contractor's employees in accordance with statutory requirements.
9. **Entire Agreement.** The Exhibits referenced in this Agreement are made a part of this Agreement. This Agreement contains the entire and only agreement between the parties relating to the matter here and it supersedes all other agreements, promises and representations, both oral and written, that are not set forth in this Agreement. No modifications to this Agreement will be effective unless it is in writing and signed by both parties.
10. **Waiver.** No waiver by either party on any term or condition of this Agreement shall be valid unless it is in writing. Acceptance of any benefits under this Agreement by either party after a breach of any term or condition of this Agreement by the other party shall not be deemed to be a waiver of the breach or of any subsequent breach of any such term or condition.
11. **Severability.** If any term or provision of this Agreement is deemed to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of this Agreement.
12. **Binding Effect.** The provisions of this Agreement shall bind and insure to the benefit of the parties hereto and their permitted successors and assigns.

**IN WITNESS WHEREOF**, the parties intended to be legally bound, have executed this Agreement as of the Effective Date.

**Client GREEN POINT Inc.**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

**Exhibit A**  
**Service Specifications**

**1. Mowing**

Mowing of all grass areas will be performed every seven (7) days during the heavy growth season (April through October), subject to scheduling adjustments due to inclement weather and/or rate of growth.

Mowing of all grass areas will be performed every fourteen (14) days during the slow growth season (November through March), subject to scheduling adjustments due to inclement weather and/or rate of growth.

All grass areas will be mowed to result in a height of all grass to be no more than 3-1/2 inches and not less than 2 inches, based on established industry standards and type of grass.

Various mowing patterns will be employed to insure even distribution of clippings and to prevent ruts in the grass caused by mowers.

**2. Edging**

A. Edging of all curbs and sidewalks shall be performed on every mowing visit.

B. Edging of all flower and hedge beds, tree rings and parking areas will be performed on every mowing visit to the property,

**3. Trimming**

Turf areas not accessible by power mower and areas along walls, fences, building obstacles and inanimate objects shall be maintained by string trimmer (weed-eater) to a height no greater than the height of the adjoining grass areas.

**4. Weeding**

Plant beds or other areas where weeds appear shall be maintained to eliminate growth of weeds or unwanted vegetation.

Weeding shall be accomplished by hand pulling and/or application of herbicide and shall be performed at each scheduled mowing as inspection may require.

Weeds or grass that may appear in paved areas of walkway, patios, driveways or parking areas shall be treated by herbicide spraying every 30 days or as may be required to control or eliminate such growth.

**5. Pruning**

All hedges and shrubbery shall be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for this specific species of plant.

Pruning of trees shall be performed once a year to remove deadwood, suckers, shoots or low hanging limbs over sidewalks or parking areas. Trees over ten (10) feet shall be pruned at an additional cost.

**6. General Maintenance**

Grass clippings - All grass areas will be kept free of heavy clipping.

Trash – All trash in grass areas island/beds will be removed upon each visit.

Blowing- Blowing of all paved areas and Patios and entire complex

Leaves-All leaves shall be maintained by Mulching mowers year round

**7. Mulching**

Mulch is Not included ☒ Included ☐ in this proposal. It is recommended that the property be mulched once per year.

**8. Seasonal Annuals Not included ☒ Included ☐**

Contractor shall be responsible for the full and complete care of all seasonal color beds (including spraying, fertilization, and pruning) Annuals will be replaced 4 times per year such that every

annual bed maintains a healthy, vigorous appearance and provides the finest quality color planting possible.

- . Exception: If an irrigation system is not present, the contractor will not be held responsible for the general appearance of the Annual/Perennials from lack of watering.

9. Fertilization Not included \_\_\_\_\_ Included   X  

Fertilization is included in this proposal. It is recommended that the property be fertilized as instructed below. Granular fertilization and insecticides and turf pest control will be applied to all turf areas four (6) times per year and two (2) times per year on shrubs.

Pest control of all turf areas and shrubs shall be done as needed to control or eliminate insect and disease using appropriate materials.

10. Irrigation Not included \_\_\_\_\_ Included   X  

This agreement provides for the performance of monthly inspections of the property's irrigation system that will be performed by a qualified irrigation technician. The owner will receive a written report outlining the results of the inspections accompanied by an estimate for repairs if any are deemed necessary. The cost of these inspections will be spread out uniformly over the one year life of the contract and is included in the monthly payment amount. Repairs may be performed at Owners request at the cost of \$48.00 per man hour for technical labor and \$25.00 per man hour for support labor if needed. Repair estimates must be approved by owner before proceeding. Only Common areas are covered in the scope of this contract.

Initials: \_\_\_\_\_

## **Exhibit B**

### **Schedule Specifications**

The lawn & landscaping services will be based on 42 visits during the calendar year.

If regular visits are impaired by weather conditions that may necessitate the altering of the schedule, GreenPoint Inc. will resume your normal schedule as soon as possible.

GreenPoint Inc. will not be responsible for acts of god or nature (hurricanes, windstorms, etc) or the extra debris and cleanup time necessary to re-establish the lawn and landscaping to its original condition. Extra charges involved in this cleanup will be quoted upon request.

Initials: \_\_\_\_\_

## **Exhibit C**

### **Payment Specifications**

Invoices in the amount of \$ 1063.75 will be mailed at the beginning of each month and will be due no later than the 30<sup>th</sup> of the same month unless other arrangements are made. There is a service charge of 1.5% per month on all unpaid balances over 30 days and no services will be performed if the account is in arrears.

Failure to fulfill the requirements of this contract will hold purchaser liable for the balance of the contract for those services not rendered. Client agrees to pay collection agency fees, reasonable attorney fees and court costs should the collection process be required.

Initials: \_\_\_\_\_

**Yearly \$ 12,765.00**

Emergency Numbers:

Chad Ellis 904-532-1170

# **Exhibit B**

**Crown Pools Inc**

3002 Phillips Highway

Jacksonville, FL

904-858-4300

904-858-4330

**Quote**

9/15/2021

Quote # 11713

Entered by - KEITH

Valid through - 9/30/2021

**Bill To:**

RIVER GLEN CDD AMENITY CENTER

65081 RIVER GLEN PKWY

YULEE, FL 32041

TONY

904-537-9034

**Ship To:**

RIVER GLEN CDD AMENITY CENTER

65081 RIVER GLEN PKWY

YULEE, FL 32041

tony@firstcoastcms.com

Item	Description	QTY	Proposed Price
REMODEL	QUOTE: POOL REMODEL MAIN POOL		
C. MARCITE - COVE	COMMERICAL MARCITE: 4920 sqft PRICE INCLUDES: ALL LABOR & MATERIALS TO DRAIN, SECURE, POWERWASH, PREP & PLASTER WITH A COVE BLUE PEBBLE FINISH WHICH CARRIES A 15 YEAR WARRANTY ON LABOR & MATERIALS. CROWN POOLS, INC. WILL REMOVE ALL LOOSE MATERIAL & HAUL-OFF PREMISES. PREP INVOLVES DRAINING OF POOL, REMOVAL OF ALL LOOSE MATERIAL & APPLICATION OF CLI APPROVED BOND-KOTE FOR CORRECT MARCITE COHESION. INCLUDES THE INSTALLATION OF NEW MAIN DRAIN FRAME & GRATES TO MEET VGB CODE. REPLACEMENT OF GUTTER BODIES, RETURNS AND ANY NEW WHITE GOODS. ALL WRITTEN AND VERBAL NOTIFICATIONS TO APPROPRIATE AGENCIES, AS WELL AS ANY REQUIRED PERMITS ARE INCLUDED IN THIS PRICE. ALL WORK TO COMPLY WITH STATE & LOCAL	1	\$172,200.00
C. GUTTER CHIP	GUTTER CHIP: 255 lin.ft. THIS PROCESS IS REQUIRED TO REMOVE EXISTING GUTTER TO ALLOW FOR PROPER SLOPE FROM WATERLINE TILE TO BACKSPLASH TILE CONFORMING TO 64 E-9	1	\$8,925.00
C. TILE	COMMERCIAL TILE: TOTAL: 1303 lin.ft. + 138 DM PRICE INCLUDES ALL LABOR AND MATERIALS TO APPLY NEW BULLNOSE WATERLINE TILE, ANY STANDARD 6x6 BACKSPLASH TILE, BLACK NON-SKID 2x6 TILES ON ALL STEPS AND BENCHES, CUSTOM BULLNOSE NON-SKID TILES ON FRONT OF STEPS ON GUTTER PER CODE. ALL NEW DEPTH MARKERS IN BACKSPLASH & DECK AREA INCLUDED IN THIS PRICE. ALL TILE TO BE INSTALLED TO MEET 64 E-9	1	\$60,610.00
REMODEL	REPLACE {3} SETS OF BAJA STEPS	1	\$3,900.00

Item	Description	QTY	Proposed Price
REMODEL	REPLACE EXISTING POOL LIGHTS WITH WHITE LED 5G 12V	1	<b>\$8,970.00</b>
REMODEL	REPLACE FLOW METERS AND TEMP SENSORS	1	<b>\$870.00</b>
REMODEL	INSTALL {3} NEW POOL PUMPS	3	<b>\$11,970.00</b>
REMODEL	INSTALL NEW MAIN POOL PUMP	1	<b>\$19,583.00</b>
REMODEL	REPLACE ALL EXISTING FILTERS	1	<b>\$28,200.00</b>
REMODEL	REPLACE ALL MULTI PORT VALVES	1	<b>\$4,440.00</b>
Group Subtotal			<b>\$319,668.00</b>
Subtotal			<b>\$319,668.00</b>
Tax			<b>\$0.00</b>
Total			<b>\$319,668.00</b>

Notes

Quote Accepted By: \_\_\_\_\_

Print/Sign

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

# Oak | Wells

## AQUATICS

**8608 Beach Blvd**  
**Jacksonville fl 32216**  
**407 497 5640**  
**John@cflhp.com**  
**9/12/21**

Tony Shriver pools.

### Main pool

Up to 40 pieces 12 X 12 bull nosed travertine. Removed and replaced with as close of match as possible. \$2400.00

6 X 6 non skid mud cap tile up to 340 ft \$8721.00

2 X 6 Non skid step tile up to 180 linear \$3872.00

Back of gutter 6 X 6 flat Up to 340 ft \$7234.00

Lane lines 6 " wide black un glazed includes T head and targets 72 ft X 6"  
Times 6 lines. \$6785.00

Marker tiles non skid deck 75 pieces. \$2927.00

Glazed beam marker tile tiles 65 piece \$1823.00

Floor heads 30 replace \$450.00

Gutter grates 28 replace \$380.00

Prep, water proof penetrations, Remove any delamination areas in existing finish ( up to 10%),epoxy bond coat and Refinish pool with light colored pastel mini pebble finish . This is the recommended finish for commercial applications. \$96,256.00

Provide and install new LED pool lights \$9400.00

### Splash pool

12 x 12 bull nosed travertine coping up to 10 piece \$600.00

6 X 6 flat glazed tile 148 ft \$3148.00

Prep, water proof penetrations. Remove any delamination areas in existing finish ( up to 10%), epoxy bond coat and Refinish splash pad with equipment removed by others. This is the recommended finish for commercial applications. \$27,256.00

Zero entry grate 12" 42 ft.\$1900.00

Provide and install new pumps, filters, gauges flow meters and valves as described in the rfp (like for like).

Provide permitting and assist with health department reopening inspection. \$98,000.00

Exclusions ;

Removal of existing play structures by others.

Replacement of play structures after refinish of activity pool by others.

It is assumed that refinishing activity pool will be done without play structures in place.

These prices are based on our current costs and may need to be reviewed and possibly adjusted every 30 days until work order is signed and deposit paid.

We recommend that the project not be started until all critical components are purchased and received. This is a precaution necessary due to potential supply chain issues.

Thank you for the opportunity, please call john Oakes with questions  
407 497 5640



## **Tab 2**

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

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

WWW.RIVERGLENCDD.ORG

## **Operation and Maintenance Expenditures August 2021 Presented For Board Approval**

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

The total items being presented: **\$43,822.59**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## River Glen Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amy Connor	003925	071821	Rental Deposit Refund - Amy Connor 07/21	\$ 50.00
Ashley Jones	003938	071021	Rental Deposit Refund - Ashley Jones 07/21	\$ 50.00
Bob's Backflow & Plumbing Services, Inc.	003924	76111	Backflow Test 07/21	\$ 45.00
Comcast	2021083121-5	8495 74 401 0038261 07/21	Clubhouse/TV/Phone/Internet 07/21	\$ 263.00
Comcast	2021083121-1	8495 74 401 0038261 08/21	Clubhouse/TV/Phone/Internet 08/21	\$ 263.00
Duval Landscape Maintenance, LLC	003932	11822	Landscape Enhancements #11742 05/21	\$ 1,555.00
Duval Landscape Maintenance, LLC	003932	12176	Landscape Maintenance Acct 11742 07/21	\$ 5,560.65
Duval Landscape Maintenance, LLC	003932	12481	#13557 Install Flowers 06/21	\$ 636.00
Duval Landscape Maintenance, LLC	003932	12482	Landscape Enhancements #13632 07/21	\$ 725.40
Duval Landscape Maintenance, LLC	003932	12607	Landscape Maintenance Acct 11742 08/21	\$ 5,560.65
First Coast CMS, LLC	003933	5953	Monthly Services 08/21	\$ 3,875.92
First Coast CMS, LLC	003933	5992	Reimbursement For Purchases 07/21	\$ 659.15
Fitness Pro	003937	25597	Quarterly Preventative Maintenance 08/21	\$ 200.00
Florida Department of Revenue	003931	65-8016514515-1 07/21	Sales And Use Tax 07/21	\$ 26.16

## River Glen Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	2021083121-6	FPL Summary 06/21	Electric Summary 06/21	\$ 2,851.56
Florida Power & Light Company	2021083121-2	FPL Summary 07/21	Electric Summary 07/21	\$ 2,927.29
Hopping Green & Sams	003923	123734	Legal Services General Counsel 05/21	\$ 3,544.83
JEA	2021083121-8	Acct#4780546006 06/21	Acct#4780546006 06/21	\$ 884.14
JEA	2021083121-3	Acct#4780546006 07/21	Acct#4780546006 07/21	\$ 685.37
Lindsey Wiggins	003930	080721	Rental Deposit Refund - Christopher Wiggins 08/21	\$ 50.00
News Leader	003934	651267	Acct #75082 Legal Advertising 07/21	\$ 4,343.07
Poolsure	003935	131295601060	Monthly Pool Chemicals 08/21	\$ 910.00
Republic Services of Florida	2021083121-7	0687-001146798	Waste Disposal Services 07/21	\$ 77.08
Republic Services of Florida	2021083121-4	0687-001153618	Waste Disposal Services 08/21	\$ 77.30
Rizzetta & Company, Inc.	003927	INV0000060358	District Management Services 08/21	\$ 5,684.84
Rizzetta & Company, Inc.	003939	INV0000061054	Budget Notice Mass Mailing 07/21	\$ 548.18
Rizzetta Technology Services, LLC	003928	INV0000007831	Website & Email Hosting Services 08/21	\$ 100.00
SOLitude Lake Management	003936	PI-A00651333	Lake & Pond Management Services 08/21	\$ 445.00

## River Glen Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tylex Enterprises, LLC , dba WebWatchDogs	003929	7013	Surveillance Camers Installation 07/21	\$ <u>1,224.00</u>
<b>Report Total</b>				<b>\$ <u>43,822.59</u></b>

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

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

WWW.RIVERGLENCDD.ORG

## **Operation and Maintenance Expenditures September 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$53,994.05**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## River Glen Community Development District

Paid Operation & Maintenance Expenditures  
September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles G. Moore	3941	CM081921	Board of Supervisors Meeting 08/19/21	\$ 200.00
Duval Landscape Maintenance, LLC	3944	13040	Landscape Maintenance Acct 11742 09/21	\$ 5,560.66
Duval Landscape Maintenance, LLC	3955	13224	#11742 Bedding Plants 08/21	\$ 636.00
Egis Insurance Advisors LLC	3956	14006	General/POL/Property Insurance FY 21/22	\$ 21,279.00
First Coast CMS, LLC	3951	6077	Reimbursement For Purchases 08/21	\$ 3,979.53
First Coast CMS, LLC	3945	6080	Controller for Swimming Pools 08/21	\$ 5,880.80
Gretchen Copeland	3940	GC081921	Board of Supervisors Meeting 08/19/21	\$ 200.00
McCranie & Associates, Inc.	3952	3681	Engineering Services 05/20	\$ 750.00
McCranie & Associates, Inc.	3952	3696	Engineering Services 06/20	\$ 450.00
McCranie & Associates, Inc.	3946	3727	Hourly Services 09/21	\$ 675.00
McCranie & Associates, Inc.	3952	3748-	Engineering Services 12/20	\$ 450.00
McCranie & Associates, Inc.	3952	3764-	Engineering Services 01/21	\$ 150.00
McCranie & Associates, Inc.	3952	3783	Engineering Services 03/21	\$ 150.00
McCranie & Associates, Inc.	3952	3789	Engineering Services 04/21	\$ 450.00

## River Glen Community Development District

Paid Operation & Maintenance Expenditures  
September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
McCranie & Associates, Inc.	3957	3796	Engineering Services 05/21	\$ 4,050.00
McCranie & Associates, Inc.	3952	3798	Engineering Services 06/21	\$ 225.00
McCranie & Associates, Inc.	3957	3807	Engineering Services 08/21	\$ 600.00
Nassau County Board of County Commisioners	3953	2021-3	Right of Way Permit Fee for Drainage Work 09/21	\$ 716.00
Phil Lentsh dba Office Dynamics	3954	33480	Book Copy 09/21	\$ 52.22
Poolsure	3949	131295601800	Monthly Pool Chemicals 09/21	\$ 910.00
Rizzetta & Company, Inc.	3947	INV0000061158	District Management Services 09/21	\$ 5,684.84
Rizzetta Technology Services, LLC	3948	INV0000007923	Website & Email Hosting Services 09/21	\$ 100.00
Robert S. Porter	3942	BP081921	Board of Supervisors Meeting 08/19/21	\$ 200.00
SOLitude Lake Management	3950	PI-A00669225	Lake & Pond Management Services 09/21	\$ 445.00
Steven Brian Nix	3943	SN081921	Board of Supervisors Meeting 08/19/21	\$ 200.00
<b>Report Total</b>				<b><u>\$ 53,994.05</u></b>



## **Tab 3**

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

October 7, 2021

**US Bank National Association**  
River Glen CDD Series 2021  
Corporate Trust Services  
Attention: Stacey Johnson  
EX-FL-UORT  
225 E. ROBINSON ST., SUITE 250  
ORLANDO, FL 32801

RE: **Series 2021 Construction Account**  
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District Acquisition/Construction Trust Accounts.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS:**

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR1 AA1	RIVER GLEN CDD	\$999.63	S2021 CR1 AA1 Construction

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6720. Thank you for your prompt attention to this matter.

Sincerely,  
RIVER GLEN COMMUNITY  
DEVELOPMENT DISTRICT  
Lesley Gallagher  
District Manager

## REQUISITION

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021  
(FORM OF REQUISITION FOR ASSESSMENT AREA ONE PROJECT)

The undersigned, a Responsible Officer of River Glen Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2006, (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of April 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

Date: September 1, 2021

- (a) Requisition Number: CR1
- (b) Name of Payee: River Glen CDD  
3434 Colwell Ave. UNIT 200  
Tampa, FL 33614
- (c) Amount Payable: \$999.63
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): Remaining Reimbursement of Operations & Maintenance for News Leader Invoice #618515 River Glen CDD out of Construction A-1
- (e) Fund or Account from which disbursement to be made:  
Series 2021 A-1 Construction Account #218500005

The undersigned hereby certifies:

✓ Obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2021 Area One Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project and has not previously been paid out of such account.

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

August 30, 2021

**U.S. BANK NATIONAL ASSOCIATION**  
River Glen CDD Series 2021  
Corporate Trust Services  
Attention: Barry Knack  
60 Livingston Avenue  
Saint Paul, MN 55107

RE: **Series 2021 Construction Account**  
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:**

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR1 AA2	DR Horton, Inc	\$ 5,380,634.12	S2021 A2

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,  
River Glen Community Development District  
Lesley Gallagher  
District Manager

**REQUISITION FOR RIVER GLEN CDD**  
**ASSESSMENT AREA TWO PROJECT**

The undersigned, an Authorized Officer of River Glen Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of April 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 01

(B) Name of Payee: D. R. Horton, Inc. – Jacksonville

(C) Amount Payable: \$5,380,634.12

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2021 Area Two Acquisition and Construction Account

The undersigned hereby certifies that:

- ✓ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2021 Area Two Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Two Project and each represents a Cost of the Assessment Area Two Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2021 Area Two Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set

# RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

---

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

September 7, 2021

**U.S. BANK NATIONAL ASSOCIATION**  
River Glen CDD Series 2021  
Corporate Trust Services  
Attention: Barry Knack  
60 Livingston Avenue  
Saint Paul, MN 55107

RE: **Series 2021 Construction Account**  
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:**

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR2 AA2	DR Horton, Inc	\$2,678,999.38	S2021 A2

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,  
River Glen Community Development District  
Lesley Gallagher  
District Manager

**REQUISITION FOR RIVER GLEN CDD  
ASSESSMENT AREA TWO PROJECT**

The undersigned, an Authorized Officer of River Glen Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of April 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 02
- (B) Name of Payee: D. R. Horton, Inc. – Jacksonville
- (C) Amount Payable: \$2,678,999.38
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2021 Area Two Acquisition and Construction Account #267083005

The undersigned hereby certifies that:

- ✓ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2021 Area Two Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Two Project and each represents a Cost of the Assessment Area Two Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2021 Area Two Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set

# **Establishing Audit Committee and Setting First Meeting Date**



# STAFF REPORTS

# District Counsel

# District Engineer

# Discussion Regarding Sidewalks

# Discussion Regarding Storm Water System

# Field Inspection Report

## Tab 4

# RIVER GLEN

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## FIELD INSPECTION REPORT



October 5, 2021  
Rizzetta & Company  
Jason Liggett – Field Services Manager



Rizzetta & Company  
Professionals in Community Management



# Main Entrance

## General Updates, Recent & Upcoming Maintenance Events

- Duval to create a game plan to replace Bermuda.
- Detail on the site is not up to the standards per the contract this needs to improve.

The following are action items for Duval Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation, **Orange** is for Staff issues, **bold, black, underlined** indicates questions or updates for the BOS.

1. Treat the Agapanthus in the front of the Clubhouse with a fungicide for Tip Fungus. Was this completed? There is no change.
2. Treat the Sago palms throughout the Amenity center for aphids. Noticeable pest damage to them.
3. Trim the small palm in the Kids splash area on the Southeast corner.
4. Throughout the amenity center we need to improve the control of the crack and crevice weeds in pavers and in gutters.
5. Treat the Agapanthus for tip fungus in the Traffic circle center island to the south of the amenity center.
6. Diagnose and treat the Parsoni Juniper near the kid's playground area. We are starting to see browning.
7. Remove the vines from the Azaleas at the kid's playground area .(Pic 7>)
8. During my inspection, the Bermuda was replaced at the tennis area. However, this just a portion of what will need to be replaced in the community. Duval was provided with sod area information.
9. During weekly visit make sure we are removing trash in the bed areas throughout the community.
10. Treat the bed weeds around the tennis court bed areas.
11. Remove the Magnolia Leaf drop in the tall Magnolia near the Entrance to the tennis court.
12. Improve the detail on the backside of the tennis area. This area has not been touched.
13. **Note to the board we are having a lot of erosion issues in the area behind the tennis court. District Engineer to take a look at this area.**
14. During my inspection the irrigation was set for 3 days this is to much water for the amount of rainfall on the property.



# Main Entrance To Fern Creek & Edwards Road ROW

15. Treat the bed weeds in the bed on River Glen Parkway across from Morning Glen Court.
16. Diagnose and treat the Schilling Hollies on River Glen Parkway between the parkway and the baseball field. Pocket prune any dead material from the plant.
17. In the same area as above, we need to remove the torpedo grass and other weeds coming up through the Schilling Hollies.
18. Remove the witches broom coming up through the Fakahatchee grass on River Glen Parkway on the inbound side. (Pic 18)
23. During my inspection, the front of the annual beds was covered in weeds. These need to be addressed during every service visit.
24. Treat the scale in the Sago Palms through out the center island at the entrance to River Glen Parkway.
25. Throughout the district do a better job of redefining the bed edges. Creating crisper bed wedges.
26. During my inspection, the bed weeds in the Berm area on the other side of the Main Lake on River Glen Parkway was in need to detail and bed weeds control. This was present to Duval and has not been addressed.



19. Remove the vines and weeds growing up in the Azaleas in the outbound side of River Glen Parkway in the island area.
20. Note to the contractor. Do not dispose of Round up Quick Pro cans in the conservation areas in the district.
21. During my inspection we noticed a washout area near the Fire Hydrant on the Exit side of the River Glen Entrance. Make sure this is not from the irrigation.
22. Prune the Coleus in the front of the community this have not been maintained properly. Resulting in very leggy material.
27. Lift the oak trees on the Walkways of River Glen Parkway to the contract height of 10 Feet.
28. Remove the Torpedo grass in the Parsoni Juniper in the center island on River Glen Parkway at the end of the center island. Also treat for spider mite damage.
29. During my inspection we had areas in the turf on River Glen Parkway where looks like homeowners are parking waiting for the school bus. This is causing the turf to thin out.
30. During visits make sure we are removing debris that has fallen from the pine trees on River Glen Parkway.
31. Clean the dead out of the Saw Palmettos on the inbound side of River Glen Parkway just before Fern Creek Drive
32. Treat the turf weeds in the Saint Augustine on Fern Creek Drive.
33. Diagnose and treat the thinning Saint Augustine turf on Fern Creek Drive.



# Main Entrance To Fern Creek & Edwards Road ROW

34. Treat the bed weeds in the first island on River Glen Parkway in the front of the homes.
35. Diagnose and treat the Parsoni Juniper in the same island as above. Could be spider mites?
36. Spray out the ornamental grass beds on Edwards's road as weather permits.
37. Treat the tall weeds growing in the Ligustrum hedges at the Lagoon Forest Drive entrance fence line.
38. We have the same issues with the annuals at this entrance routine maintenance wasn't performed resulting in leggy material. We also have weeds surrounding the front of the annuals and should be addressed during weekly services
39. Trim up and clean up the plant material around the Lagoon Forrest lift station area.
- 40. Pocket prune out the dead from the Schilling Hollies in the kids splash pad area. This has been an ongoing issues on the report.**
41. Treat the bed weeds in the pool pump area with Round Up.
42. Treat the Feijoa in the backside of the pool area we are starting to get signs of Sooty Mold.
43. Treat the Bermuda turf in the back of the pool area for turf weeds. Chamberbitter is starting to take over.
44. Remove the vines and tall weeds on the Feijoa on the tennis court fence in the pool area.
- 45. Treat the Drift Roses in the back of the pool area under the Magnolia Trees for Thrips.**
- 46. Provide a date to the district to perform the Palm trimming in the community?**



# Landscape Report

## **Tab 5**

From: **Daniel Todd** <[danieltodd@duvallandscape.com](mailto:danieltodd@duvallandscape.com)>

Date: Wed, Nov 10, 2021 at 11:35 AM

Subject: Service report @ River Glen

To: [JLiggett@rizzetta.com](mailto:JLiggett@rizzetta.com) <[JLiggett@rizzetta.com](mailto:JLiggett@rizzetta.com)>, Lesley Gallagher <[LGallagher@rizzetta.com](mailto:LGallagher@rizzetta.com)>, Chris Ramsey <[chris@duvallandscape.com](mailto:chris@duvallandscape.com)>, Michael Johnson <[michael@duvallandscape.com](mailto:michael@duvallandscape.com)>

Good day all!

I have tried a couple times to send this with many photo attachments, and the files are simply to large for email, so I am sending the report in writing alone and if photos are needed for a particular area , I can send at the time of need.

So in the last monthly report from the property, it showed several action items that we were to address, since we have been to each and every one and gotten them handled, some twice or more as they are general maintenance, and will need done regularly when the crew is there.

Along the white privacy fence- we have handled this issue, however a discussion is needed to further maintain this area and keep it neat and clean, we are line trimming along this fence on our side, but where the growth from the home owners side isn't being addressed, is where we are seeing it get out of hand. I am not sure exactly how this can be taken care of on a consistent basis, aside of alerting the owners

That their landscapers, or them selves are not doing it, and it grows through to our side. As we know we aren't allowed in their lawns to trim this down our self, so I see this being an ongoing issue unless they are notified. We will continue to do what we can from our side.

Spraying this is not an option, as it will kill grass on the owners side of the fence as well.

Weeds in beds- we sprayed every bed on property 3 weeks ago, and since have been spot spraying as needed throughout. This includes the large bed on the far side of the pond at the entrance, and behind/ between all the ornamental grasses along the main road. This is an ongoing action item that is an as needed item.

Sago palms- we lifted all of them and removed any bad fronds, we are going to be treating them for scale next week, as long as weather permits.

Pruning- We pruned every shrub and small tree on property within the last 3 weeks, and will continue to do so as needed.

Bermuda turf- As I am sure you are aware, this time of year as the temps fall below 70 degrees at night the Bermuda begins its slow process of Dormancy. This will in almost every case turn the turf completely brown throughout the property, until these temps rise back in spring, leaving shaded areas for last, because they take less of the colds strength due to shade. This will also cease mowing and edging of turf, which will allow the crew more time for the finer details, and cut backs.

In closing Myself, and Chris Ramsey ( Account manager, copied on email) are, and will be managing this crew, to meet the requirements placed upon us for River Glen, and exceed the needs of the property. This means one or both of us will be visiting the site with the crew, riding through and making list of action items per visit with the supervisor, and checking behind them once completed to make certain they were handled, then reporting back to you monthly with a monthly report.

I hope you all have an amazing week! And if we can assist you in any way at all, please do not hesitate to reach out anytime..

Best Regards!

Daniel Todd

Senior Account Manager

Duval Landscape

904-874-5624

[Danieltodd@duvallandscape.com](mailto:Danieltodd@duvallandscape.com)

--

**Michael Johnson**

**Regional Branch Manager / Operations**



**Duval Landscape Maintenance LLC**

7011 Business Park Blvd N

Jacksonville, FL 32256

904-728-3222

**Jacksonville | Tampa | Orlando | West Palm Beach | Sarasota | Naples**

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



# Amenity Manager Report

## **Tab 6**



# River Glen Community Development District

Field Report Nov 2021

First Coast CMS LLC  
11/10/2021

## ***Swimming Pools***

We are currently under agreement with both Compac Filtration and Oak Wells for the pool refurbishment. At this time, we are waiting for confirmation of deposits so we can get on the vendors schedule.

## ***Facility Maintenance***

We have been provided a informal estimate to provide shade sails over the playground. The cost for two sections would be \$28,620. Drawings of the proposal is attached. Additional section would cost \$7720.

Safety Barricade was installed as an emergency measure to bring attention to the washout in homeowners yard.

## **Tab 7**

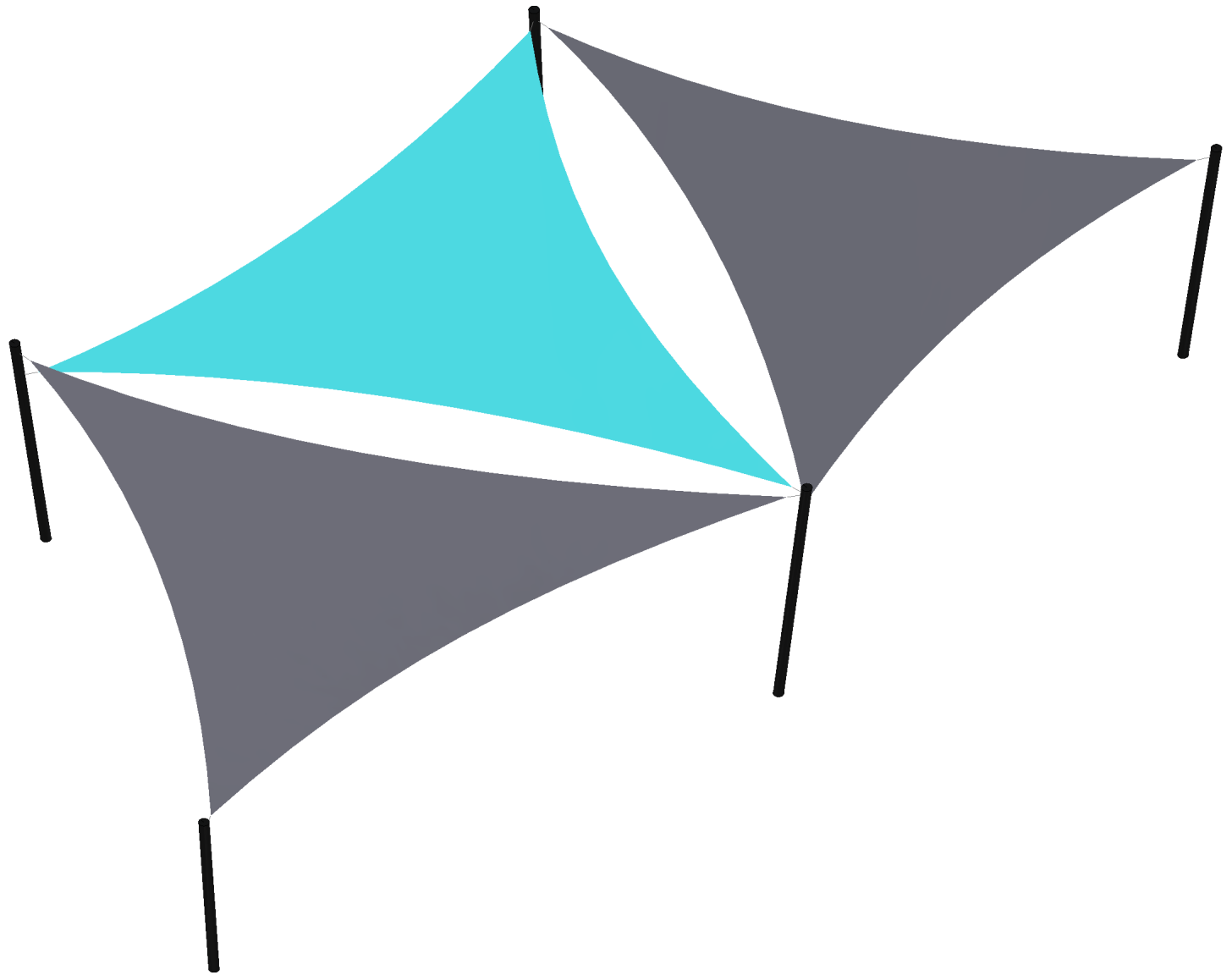
## MPanel InSite - Visualization

Shade America



Client	
Project	
Project #	0-0
Entered by	
Date	10/26/2021
<b>Shade Sail Details</b>	
Sail Area	1697.6 sq feet
Sail count	3
Edge length	391.9
<b>Umbrella Details</b>	
Umbrella Area	0.0
Umbrella Count	0
<b>Framed Shade Details</b>	
Area	0.0
Count	0
<b>Area Sums</b>	
Surface Area	1697.6
Site Area	2287.9
Area Units	sq feet

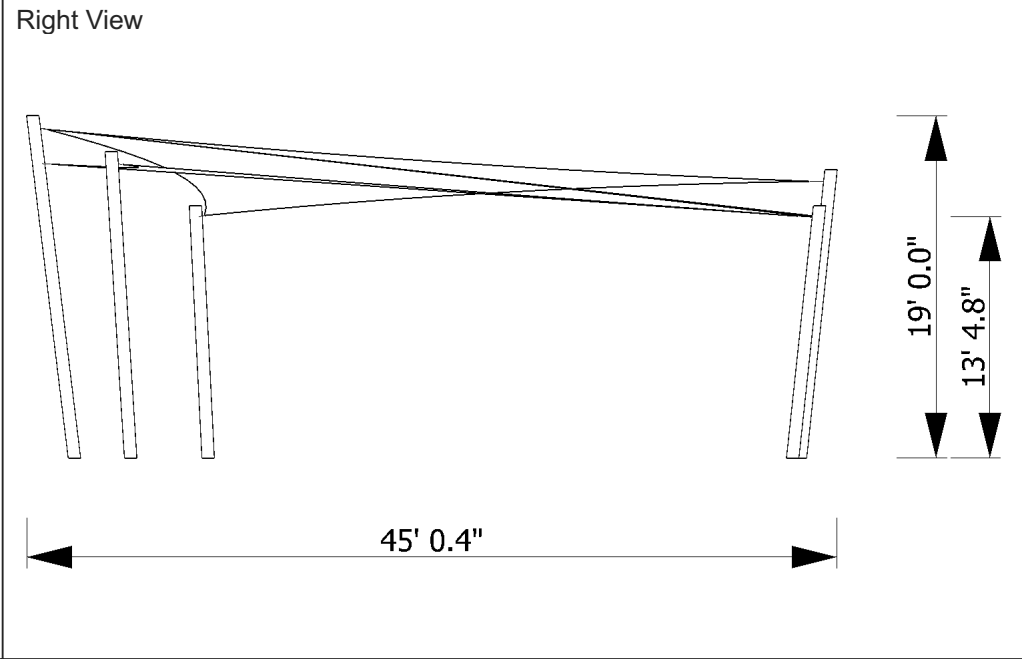
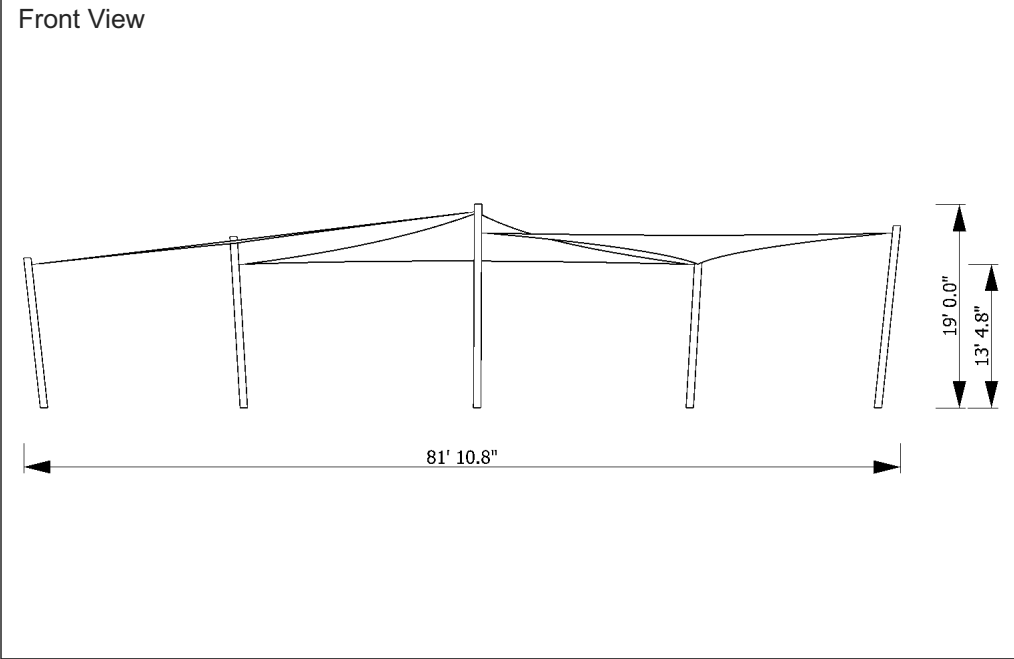
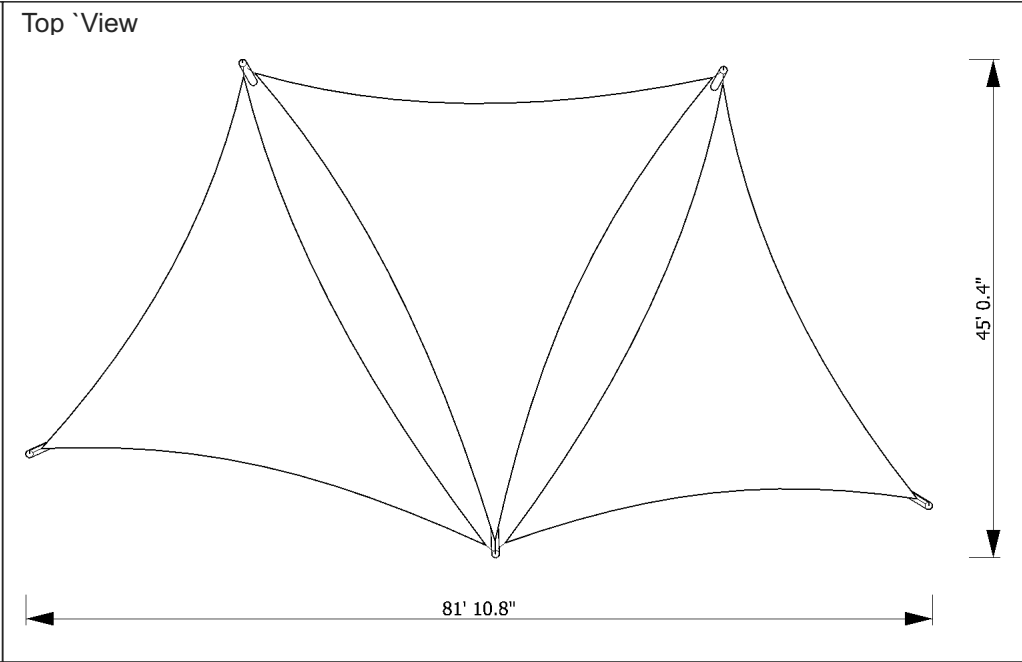
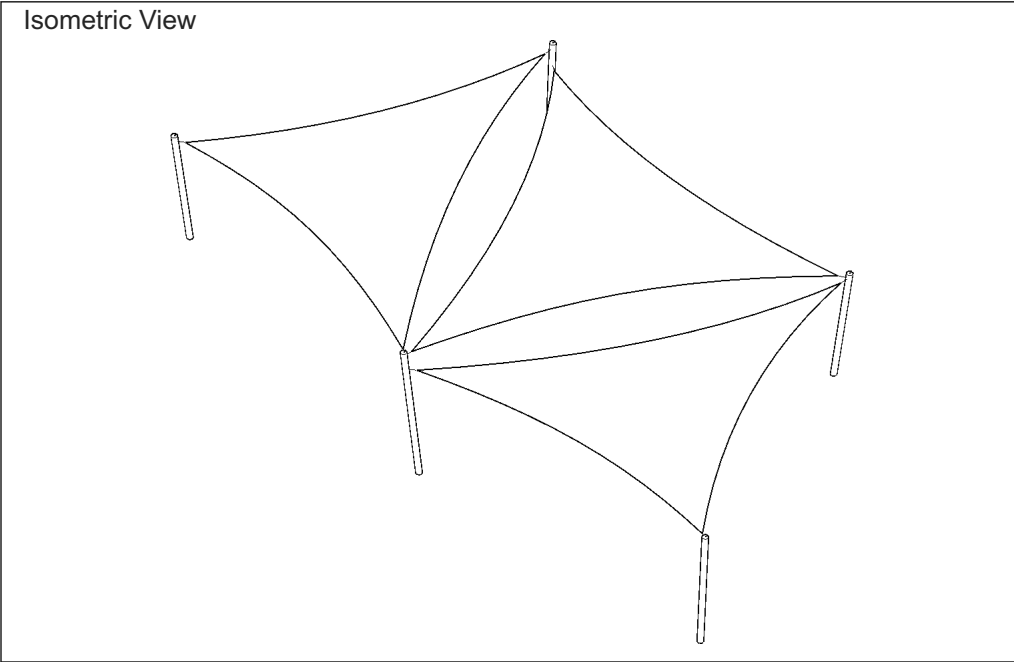
Model view



# MPanel InSite - General Layout

Client	
Project	
Project #	0-0

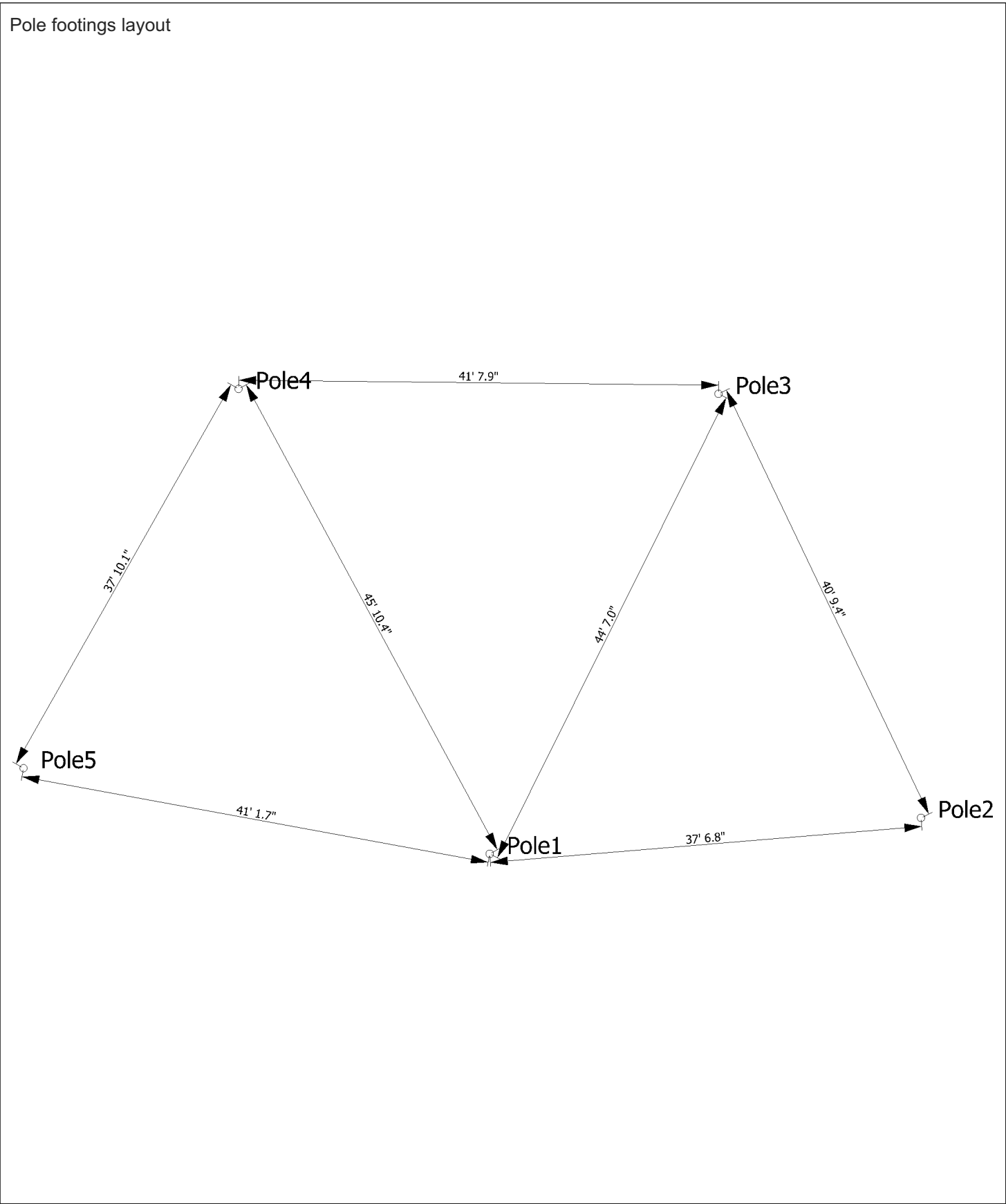
Date	10/26/2021
Entered by	
Units	Feet and inches



# MPanel InSite - Footing Setout Plan

Client	
Project	
Project #	0-0
Date	10/26/2021

**Notes:**  
Pole footing position shown by circle.  
Reference marks shown by cross.  
Dimensions given are to the centre of the pole footing.  
**Insufficient dimensions to fix pole positions**



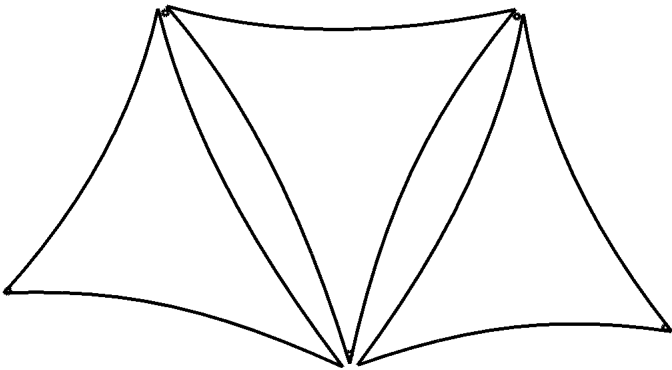


# MPanel InSite - Shadow analysis

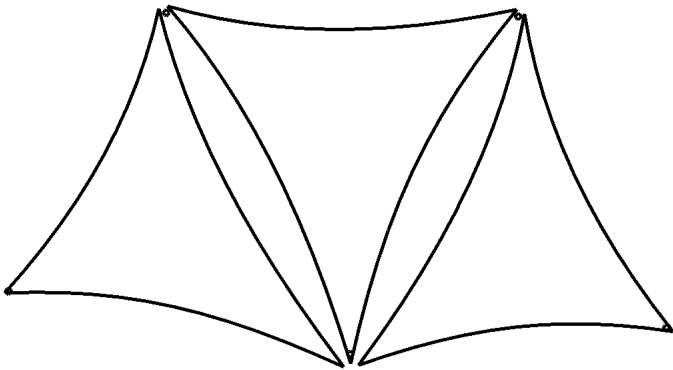
Client	
Project	
Project #	0-0
Date	10/26/2021

Location	Atlanta
Latitude	33.753746 N
Longitude	84.386330W
Time Zone	GMT - 5

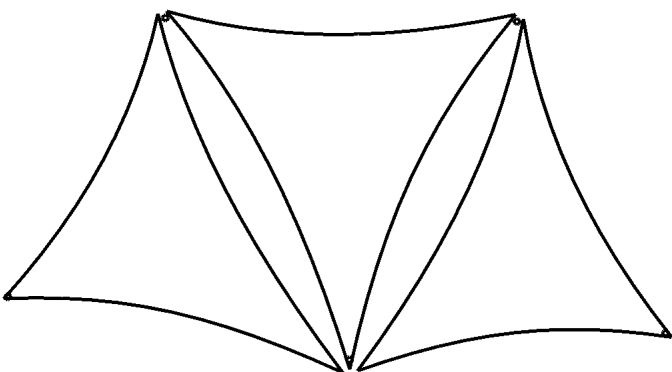
8/15/2021 9:00 AM



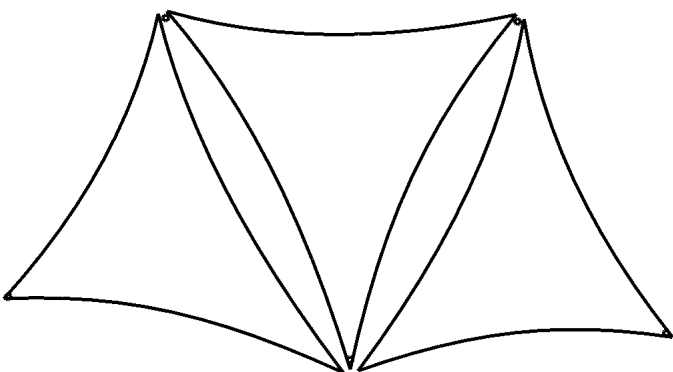
8/15/2021 11:00 AM



8/15/2021 1:00 PM



8/15/2021 3:00 PM



# District Manager

## Tab 8

**CONSENT TO ASSIGNMENT OF THE CONTRACT FOR  
TECHNOLOGY SERVICES BY  
AND BETWEEN RIVER GLEN COMMUNITY DISTRICT AND RIZZETTA  
TECHNOLOGY SERVICES, LLC TO  
RIZZETTA & COMPANY**

**THIS ASSIGNMENT AND AMENDMENT (“Assignment”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between, Rizzetta Technology Services, LLC, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and River Glen Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Nassau County, Florida, whose address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (the “**District**”).

**RECITALS**

**WHEREAS**, Assignor and the District previously entered into that certain *Technology Services contract*, dated May 15, 2019, respectively, (the “**Agreement**”); and

**WHEREAS**, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

**WHEREAS**, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

**3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

**4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

**A. If to the District:** River Glen CDD  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock, LLP  
P.O. Box 10230  
Tallahassee, FL 32302  
Attn: District Counsel

**B. If to Assignee:** Rizzetta & Company, Inc.  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: CDD Legal

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

**River Glen Community Development District**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman or Vice Chairman

**Assignor: Rizzetta Technology Services, LLC**

By: William J. Rizzetta  
Print Name: William J. Rizzetta  
Its: President

**Assignee: Rizzetta & Company, Inc.**

By: William J. Rizzetta  
Print Name: William J. Rizzetta  
Its: President



Rizzetta & Company



## Rizzetta Consolidation

---

Historically the services provided by Rizzetta have been provided by three legal entities: Rizzetta & Company, Rizzetta Amenity Services (RASI) and Rizzetta Technology Services (RTS). Each entity authored and administered its own contracts as well as individually maintained staff. In an effort to unify our service offerings and capitalize on the efficiencies gained with size, all three entities will consolidate under “Rizzetta & Company” (Rizzetta) effective January 1<sup>st</sup>, 2022. Below are answers to a few frequently asked questions regarding this change:

***Q: Why is this change being made?***

A: In our continued effort to streamline internal processes, reduce unnecessary paperwork, unify services provided to our communities, and promote overall better services for our clients, “RASI” and “RTS” will officially be integrated into Rizzetta & Company as of January 1<sup>st</sup>, 2022.

***Q: What will “RASI” be known as after this date?***

A: “RASI” will be “Rizzetta & Company” with its management chain residing in the Community Services Division.

***Q: How will this change affect our communities?***

A: There will be no changes to the services provided. Some communities may receive bills with both “RASI” and Rizzetta & Company as we make this transition. However, this impact will be minimal and temporary.

***Q: How will our communities notice the change?***

A: Communities receiving invoices from RASI, RTS and Rizzetta & Company will see fewer invoices. Historical RASI invoices for on-site staff will continue to be received at the same intervals (every other week) but will come from “Rizzetta & Company”. Communities that have been receiving invoices from RTS will see that invoice being included in the “Rizzetta & Company” invoiced received monthly.

***Q: How will current team members of “RASI” be impacted by this change?***

A: There will be no impact to employees of “RASI”. Payroll processing, labor, and leadership will remain the same through this process. Their checks will originate from Rizzetta & Company.



## Tab 9





## Service History Report

October 12, 2021  
50097

### River Glen CDD

Date Range: 09/01/21..09/30/21

Toll Free: (888) 480-5253

Fax: (888) 358-0088

www.solitudelakemanagement.com

=====

<b>Service Date</b>	<b>9/21/2021</b>	<b>8398</b>
<b>No.</b>	PI-A00677364	
<b>Order No.</b>	SMOR-506580	
<b>Contract No.</b>	SVR47794	

**Technician Name and State License #s**

William R. Ashwell (Bill)

Service Item #	Description	Lake No.	Lake Name
<b>8398-LAKE-ALL</b>	<b>River Glen Cdd-Lake-ALL</b>	9	River Glen Cdd-Lake-ALL

Technician's Comments: Today shoreline weed control was applied on ponds 1,3,&5 and algae was treated on ponds 3&7. Submerged weed control was also applied on pond 7, no other treatments were deemed necessary on this service visit.

General Comments: Inspected Lake

Inspected for algae

# **BUSINESS ITEMS**

## **Tab 10**

## **SERVICES QUOTE**

CUSTOMER NAME: C/o Lesley Gallagher

PROPERTY NAME: River Glen CDD

CONTRACT EFFECTIVE DATE: November 1, 2021

SUBMITTED BY: Katie Cabanillas, BDC

SPECIFICATIONS: Addendum to add on site 12 (3.6 acres, 1,760 per. ft.) to the waterway program

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and for the same period as the current Services Contract.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Contract Addendum Price is **\$1,404.00**. SOLitude shall invoice Customer **\$117.00 per month** for the Services to be provided under this Agreement. The price indicated in this contract addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is an Addendum to an existing annual management program as described in the Schedule A attached, and shall remain in force and renew with the same terms and for the same time period as the existing contract.

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

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



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. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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

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



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

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, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU!

-Katie Cabanillas  
North Florida Business Development Consultant  
Katie.cabanillas@solitudelake.com

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

### Monitoring:

1. A SOLitude Biologist will visit the site and inspect the ponds on a **once per month** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

### Visual Inspections:

1. A visual inspection of the ponds will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

### Aquatic Weed Control:

1. Pond(s) will be inspected on a **once per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.

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3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

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

Pond Algae Control:

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

Trash Removal:

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

Service Reporting:

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

Permitting (when applicable):

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

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Customer Responsibilities:

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:

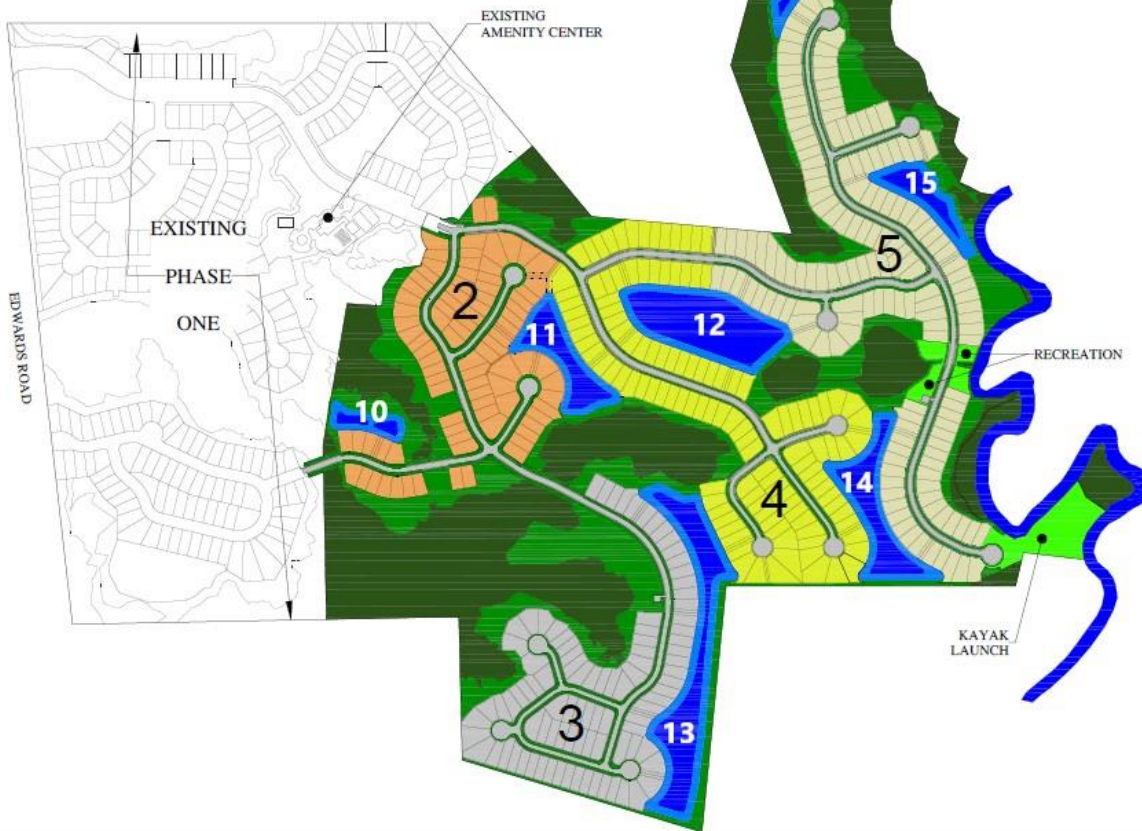
1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company 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 determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# River Glen

PHASE ONE 236 LOTS  
REMAINING PHASES 452 LOTS



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## SERVICES QUOTE

CUSTOMER NAME: C/o Lesley Gallagher  
PROPERTY NAME: River Glen CDD  
CONTRACT EFFECTIVE DATE: November 1, 2021  
SUBMITTED BY: Katie Cabanillas, BDC  
SPECIFICATIONS: Addendum to add on site 14 (3.7 acres, 2,805 per. ft.) to the waterway program

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and for the same period as the current Services Contract.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Contract Addendum Price is **\$2,100.00**. SOLitude shall invoice Customer **\$175.00 per month** for the Services to be provided under this Agreement. The price indicated in this contract addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract.  
The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is an Addendum to an existing annual management program as described in the Schedule A attached, and shall remain in force and renew with the same terms and for the same time period as the existing contract.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.  
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.

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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. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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

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

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, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU!

-Katie Cabanillas  
North Florida Business Development Consultant  
Katie.cabanillas@solitudelake.com

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

### Monitoring:

1. A SOLitude Biologist will visit the site and inspect the ponds on a **once per month** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

### Visual Inspections:

1. A visual inspection of the ponds will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

### Aquatic Weed Control:

1. Pond(s) will be inspected on a **once per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.

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3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

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

Pond Algae Control:

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

Trash Removal:

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

Service Reporting:

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

Permitting (when applicable):

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

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Customer Responsibilities:

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

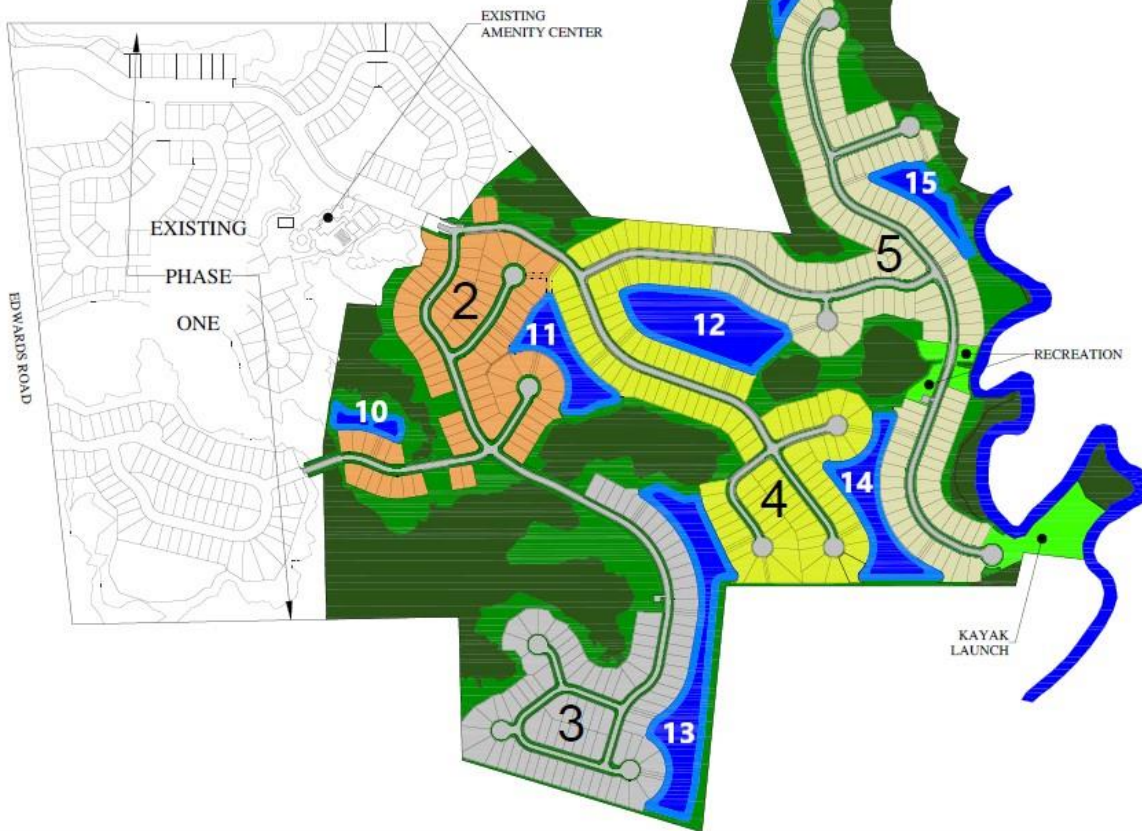
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# River Glen

PHASE ONE 236 LOTS  
REMAINING PHASES 452 LOTS



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## **Tab 11**



## Bill of Sale

Charles Moore, Chairman for River Glen CDD  
3434 Colwell Avenue, Suite 200, Tampa, FL 33614, the Seller, in  
Owner Name and Address (Please Print)

consideration of the sum of One Dollar and other valuable consideration received from  
the JEA, Florida 32202, the Buyer, hereby, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
Date Month  
2021 sells to the Buyer the personal property described as:  
Year

All water mains, water services between mains and water meters, meters, fire  
hydrants and all sewer mains, manholes, and sewer services between mains located  
within the right-of-ways of River Glen Phase 4A.  
Project Name

AND, warrants that the property is free of all encumbrances, that good title to and right  
to sell that property is vested in the Seller, and that the Seller will defend the title  
against the lawful claims of all persons.

WITNESS:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Witness Name

Charles Moore, Chairman for River Glen CDD  
Print Owner's Name

STATE OF FLORIDA }  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2021 by \_\_\_\_\_ who is personally known to me and he did  
Month Year Owner  
not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida



## OWNERS AFFIDAVIT OF CONSTRUCTION COMPLETION

I, Charles Moore the legal owner of Plat - Book 2466, Page 344-345  
Owner (Print Name) Property Address/ Parcel ID#

known as River Glen Phase 4A located in Nassau County, Florida, certify that  
Project Name/Number County

the work under the above named project including all appurtenances thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding, that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled and no public liability claims are pending.

Affidavit is made for the purpose of inducing JEA to accept said construction for ownership/maintenance.

Charles Moore, Chairman for River Glen CDD  
Owner (Print Name) Owner's Signature

3434 Colwell Avenue, Suite 200  
Mail Address Date

Tampa, FL 33614  
City State Zip

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ who is personally known to me and he did not take an oath.

\_\_\_\_\_  
Notary Public, Signature Notary Public (Print Name)

*Notary Public, Seal*

# **Discussion Regarding Landscape Maintenance**

*Consideration of Proposals for  
Landscape Maintenance  
(Under Separate Cover)*

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT