



Rizzetta & Company

# **River Glen Community Development District**

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**Board of Supervisors' Meeting  
December 9, 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	Kutak Rock, LLP
<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)

December 2, 2021

## River Glen Community Development District

### AGENDA

Dear Board Members:

The **continued** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **Thursday, December 9, 2021 at 1:30 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. Following is the agenda for the meeting.

1. **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 October 2021.....Tab 2
  - C. Ratification of Capital Improvement, Account Series 2021, CR2-3 AA1, CR3-6 AA2.....Tab 3
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) *Consideration of Proposal for Stormwater Analysis Report (Under Separate Cover)*
  - C. Field Inspection Report
  - D. Landscape and Irrigation Report
  - E. Amenity Manager Report
  - F. District Manager
5. **BUSINESS ITEMS**
  - A. *Consideration of Proposals for Landscape Maintenance Services (Under Separate Cover)*
  - B. Discussion Regarding Sidewalks
    - 1.) *Consideration of Proposal(s) for 9 Sections of Sidewalk (Under Separate Cover)*
  - C. Consideration of Resolution 2022-01, Updates to Prompt Payment Policy...Tab 4
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

**CALL TO ORDER / ROLL CALL**

# **AUDIENCE COMMENTS ON AGENDA ITEMS**

# **BUSINESS ADMINISTRATION**

## **Tab 1**

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**MINUTES OF MEETING**

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

**RIVER GLEN  
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of River Glen Community Development District was held on **Thursday, November 18, 2021 at 2:00 p.m.** at the River Glen Amenity Center, located at 65084 River Glen Parkway, Yulee, Florida 32097. The following is the agenda for the meeting.

Present and constituting a quorum:

Charles Moore	<b>Board Supervisor, Chairman</b>
Gretchen Copeland	<b>Board Supervisor, Vice Chairman</b>
Steven Nix	<b>Board Supervisor, Assistant Secretary</b>
Robert Porter	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLP</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>
Daniel Todd	<b>Representative, Duval Landscaping</b>

Audience members present

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

Ms. Gallagher called the meeting to order at 2:04 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'  
Regular Meeting Minutes held on September  
16, 2021**

On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board approved the Minutes of the Board of Supervisors September 16, 2021 Regular Meeting for River Glen Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of Operation and Maintenance  
Expenditures for August 2021 and  
September 2021**

On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2021 in the amount of \$43,822.59 and September 2021 in the amount of \$53,994.05 for River Glen Community Development District.

**FIFTH ORDER OF BUSINESS****Ratification of Capital Improvement, Account  
Series 2021, CR1 AA1, CR1 S21 A2,  
CR2 S21 A2**

On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board ratified the Capital Improvement, Account Series 2021, CR1 AA1, CR1 S21 A2, CR2 S21 A2 for River Glen Community Development District.

**SIXTH ORDER OF BUSINESS****Establishing Audit Committee and Setting  
First Meeting Date**

On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board selected themselves as the Audit Committee and set the first Audit committee Meeting for January 20, 2022 for River Glen Community Development District.

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

Ms. Buchanan updated the Board that the lawyers making up the Special Practice group from Hopping Green & Sams had left the firm and transitioned to Kutak Rock, LLP effective November 15, 2021. Hopping Green & Sams will no longer have practicing attorneys. The Chairman previously authorized the transition of legal services and records for River Glen CDD to Kutak Rock. There will be no changes to the services, other than the name of the firm.

On a motion by Mr. Moore, seconded by Mr. Porter, with all in favor, the Board ratified the Chairman's approval of the transition to Kutak Rock, LLP for River Glen Community Development District.

B. District Engineer

Mr. McCranie provided an update on the communication that he has had with the contractor regarding the sinking area at 65091 River Glen Parkway. Discussions ensued regarding the length of time it has taken to have a contractor review this. Mr. Porter offered to have DR Horton review and the Board delegated the authority to the Chairman to approve the repair at a not to exceed amount of \$6,000.00.

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved Mr. Porter to work with the Chairman to approve the repair at a not to exceed amount of \$6,000.00, for River Glen Community Development District.

The Board went on to discuss completing the missing sidewalks along nine (9) properties that were not completed when the homes were constructed by those builders. It was requested that if the CDD does move forward with the completion of these areas that a notice be sent to the property owners of the homes that are along the right of way that the sidewalks would be poured to make them aware. The District Engineer would research updated cost estimates and Mr. Porter also said that he would obtain a cost from DR Horton's subcontractor.

The Board then discussed other areas in the community that there was a need for a stormwater pipe inspection. The Board was updated that 2021 legislative was requiring CDD's to have a complete analysis of their stormwater systems.

C. Field Inspection Reports

1.) Field Service Report, October 5, 2021

Mr. Liggett reviewed the Field Inspection Report found under Tab 4 of the agenda. He noted that the palm trimming is part of the current contract and needs to be completed, he also recommended that the District Engineer review erosion at the tennis court area when he was on site next week.

Mr. Todd from Duval Landscape was present to review the landscape report and address concerns. He acknowledged that the turf was "misdiagnosed" initially, which resulted in additional turf damage and the need for replacement. He confirmed that Duval Landscape was going to be replacing dead turf and that Duval is committed to keeping things on track going forward at River Glen. The lack of communication from Ducal Landscape was noted and the need for additional details would be shared in landscape reports, which Mr. Todd also confirmed would improve.

112 *Mr. Porter exited the meeting in progress.*

113  
114 *The Board moved back to agenda item 4B, District Engineer.*

115  
116 B. District Engineer

117 Mr. McCranie noted that the estimated cost for the remaining sidewalks would be  
118 approximately \$13,000.00. The Board did not provide any further direction on this  
119 and would like to wait and see if the cost was in line with the DR Horton estimate at  
120 the next meeting. It was also noted that Mr. McCranie intended to provide a  
121 proposal for the stormwater analysis at the next meeting.

122  
123 *The Board moved to agenda item 4E.*

124  
125 D. Amenity Manager Report

126 1.) First Coast CMS Amenity Manager Report, November 10, 2021

127 2.) Discussion Regarding Playground

128 Mr. Shiver reviewed his report found under Tab 6 of the agenda and then  
129 discussed an updated shade structure option from Shade America for the  
130 playground with the Board. The Board discussed two (2) different length options  
131 (three (3) or four (4) sections) and the nineteenth foot height of the shades, which  
132 would allow the playground equipment to be replaced at a later time without  
133 damage the shade structure. The Board then reviewed the expenditures that had  
134 previously been approved to be paid from the refinance proceeds.

135  
On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the installation of a three (3) section shade structure for the playground from Shade America in the amount of \$28,620.00 to be paid out of the refinance proceeds for River Glen Community Development District.

136  
137 It was also requested that an E-Blast would be sent out reminding the residents to  
138 not park on the grass while waiting for the school bus, as this is causing damage.

139  
140 E. District Manager

141 1.) Acceptance of Technology Services Contractual Assignment

142 2.) SOLitude Lake Management Report, October 12, 2021

143  
On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board accepted the Technology Services Contractual Assignment to Rizzetta & Company, for River Glen Community Development District.

144  
145 Ms. Gallagher reviewed the District Manager Report updating the Board that  
146 the agreements for the pool and activity feature refurbishment were executed  
147 and the required deposits sent.

Mr. Shiver shared with the Board that the painting had been completed but that he was not satisfied with the completed work and had a length punch list for repairs. He would update the District Manager once those have been completed.

**EIGHTH ORDER OF BUSINESS****Consideration of SOLitude Lake  
Management Proposal for Additional Ponds**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the two (2) proposals for additional ponds in Phase 2 Contingent on a Bill of Sale and District Engineer approval, for River Glen Community Development District.

**NINTH ORDER OF BUSINESS****Discussion Regarding Landscape  
Maintenance***1.) Consideration of Proposals for Landscape Maintenance (Under Separate Cover)*

Mr. Liggett updated the Board that he had solicited proposals for landscape maintenance services based on direction provided by the Chairman for this meeting. Eight (8) companies were contacted and one (1) proposal was received in response that with that proposal being incomplete. He requested that the Board consider continuing today's meeting to December to allow him additional time to attempt to obtain proposals and get a better understanding of what caused companies not to provide proposals for this meeting whether it be staffing issues, location or timing. The Board agreed to continue the meeting into December.

Ms. Gallagher noted that since the thirty (30) day notice to correct letter was sent to Duval Landscape on October 8, 2021, her office had been holding invoices and asked for further direction on this. The Board authorized irrigation repairs to be paid but directed her to hold all remaining invoices for further discussion in December.

The Board then reviewed two proposals from GreenPoint for additional phase 2 areas (Exhibit A).

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board approved the proposal for areas designated blue in the amount of \$716.25 per month and the areas designated magenta in the amount of \$900.00 per month contingent on turnover to the CDD, for River Glen Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of JEA Transfer, Phase 4A**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board authorized the JEA transfer of Phase 4A for River Glen Community Development District.

The Board then reviewed the SJRWMD permit transfer for Operation and Maintenance Phase 2, Ponds 2A and 2B (Exhibit B).

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board authorized the SJRWMD permit transfer Phase 2, Ponds 2A and 2B contingent on certification from the District Engineer for River Glen Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

Mr. Moore made the request to continue the meeting to December 9<sup>th</sup> or December 7<sup>th</sup> at 1:30 p.m.

No audience members present.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Moore, seconded by Mr. Nix, with all in favor, the Board continued to December 9<sup>th</sup> with December 7<sup>th</sup> as an alternative if quorum cannot be met for the 9<sup>th</sup> at 1:30 with the Final Date to be posted on the website for River Glen Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# **Exhibit 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 Blue Area

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 \$ 716.25 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 \$ 8595.00**

Emergency Numbers:

Chad Ellis 904-532-1170



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 Magenta Area

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**

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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.
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**Client GREEN POINT Inc.**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

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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 \$ 900.00 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.

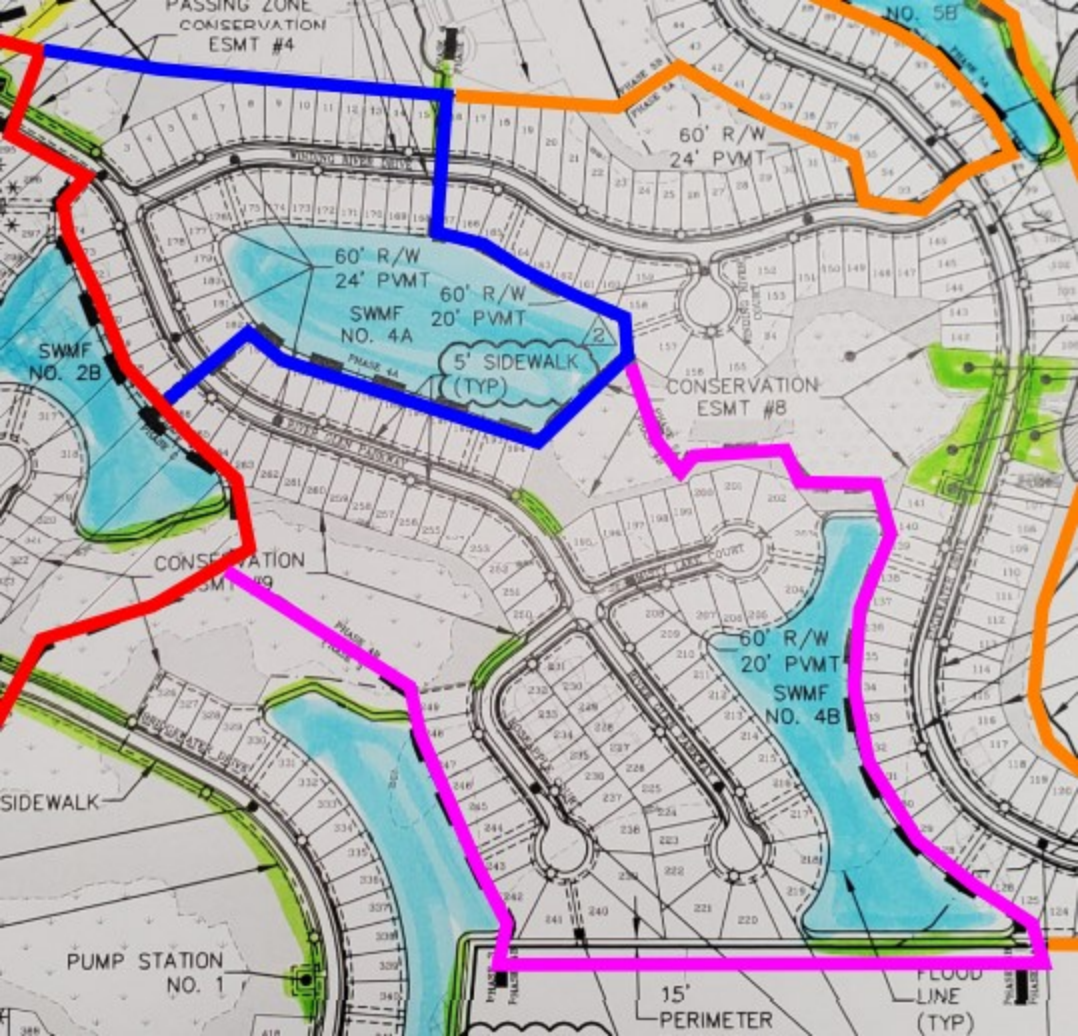
Failure to fulfill the requirements of this contract will hold purchaser liable for the balance of the contract for those services not rendered. Client agrees to pay collection agency fees, reasonable attorney fees and court costs should the collection process be required.

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

**Yearly \$ 10800.00**

Emergency Numbers:

Chad Ellis 904-532-1170





## **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 October 2021 Presented For Board Approval**

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

The total items being presented: **\$23,984.78**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## River Glen Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles G Moore	3965	CM091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
Coastal Newspapers LLC	3964	659128 3/7	Acct #30282 Legal Advertising 09/21	\$ 240.89
Comcast	101921-2	8495 74 401 0038261 10/21	Clubhouse/TV/Phone/Internet 10/21	\$ 263.00
Duval Landscape Maintenance, LLC	3958	13172	Irrigation Repairs 08/21	\$ 375.00
First Coast CMS, LLC	3967	6032	Monthly Services 10/21	\$ 3,992.19
First Coast CMS, LLC	3959	6134	Reimbursement For Purchases 09/21	\$ 1,394.88
First Coast CMS, LLC	3972	6172	Reimbursement For Purchases 10/21	\$ 1,279.95
Florida Department of Revenue	3963	65-8016514515-1 09/21	Sales And Use Tax 09/21	\$ 42.59
Florida Power & Light Company	101921	FPL Summary 09/21	Electric Summary 09/21	\$ 2,901.46
Gretchen Copeland	3966	GC091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
Innersync	3960	19801	Quarterly ADA Website Services Q1 FY 21/22	\$ 384.38
JEA	101921-3	Acct#4780546006 09/21	Acct#4780546006 09/21	\$ 745.17
Republic Services of Florida	101921-4	0687-001167909	Waste Disposal Services 10/21	\$ 77.43
Rizzetta & Company, Inc.	3961	INV0000061888	District Management Services 10/21	\$ 5,684.84

## River Glen Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	3969	INV0000062053	Assessment Roll Preparation FY 21/22	\$ 5,408.00
Rizzetta Technology Services, LLC	3962	INV0000008016	Website & Email Hosting Services 10/21	\$ 100.00
SOLitude Lake Management	3970	PI-A00687414	Lake & Pond Management Services 10/21	\$ 445.00
Steven Brian Nix	3971	SN091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
Teslin Malpress	3968	103021	Rental Deposit Refund - Teslin Malpress 10/21	<u>\$ 50.00</u>
<b>Report Total</b>				<b><u>\$ 23,984.78</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)

November 11, 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 UPS:**

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR2 AA1	Compac Filtration	\$31,043.98	S2021 A1
CR3 AA1	Oak Wells Aquatics	\$27,115.20	S2021 A1

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

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: November 8, 2021

- (a) Requisition Number: CR2 AA1
- (b) Name of Payee: Compac Filtration  
  
Compac Filtration  
  
2020 Beaver Street  
  
Jacksonville, FL 32209
- (c) Amount Payable: \$31,043.98
- (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): Invoice #34056 - 50% Deposit for Playground Refurbishment
- (e) Fund or Account from which disbursement to be made:  
  
Series 2021 A-1 Construction Account

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;

## 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: November 8, 2021

- (a) Requisition Number: CR3 AA1
- (b) Name of Payee: Oak Wells Aquatics  
  
Oak Wells Aquatics  
  
8608 Beach Blvd.  
  
Jacksonville, FL 32216
- (c) Amount Payable: \$27,115.20
- (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): Invoice #21-460 for 10 % Deposit
- (e) Fund or Account from which disbursement to be made:  
  
Series 2021 A-1 Construction Account

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)

November 8, 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
CR3 AA2	DR Horton, Inc	\$17,445.22	S2021 A2
CR4 AA2	DR Horton, Inc	\$199,367.77	S2021 A2
CR5 AA2	DR Horton, Inc	\$124,209.97	S2021 A2
CR6 AA2	DR Horton, Inc	\$472,630.11	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

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

The undersigned, an Authorized Officer of River Glen Community Development District (the "District") here by 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: 3
- (b) Name of Payee: D.R. Horton, Inc.
- (c) Amount Payable: \$17,445.22
- (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 from which disbursement to be made: 267083005

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 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: 267083005

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 forth above, which has not been released or will not be released simultaneously with the payment hereof.

## REQUISITION

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

The undersigned, an Authorized Officer of River Glen Community Development District (the "District") here by 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: 4
- (b) Name of Payee: D.R. Horton, Inc.
- (c) Amount Payable: \$199,367.77
- (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 from which disbursement to be made: 267083005

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 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: 267083005

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 forth above, which has not been released or will not be released simultaneously with the payment hereof.

## REQUISITION

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

The undersigned, an Authorized Officer of River Glen Community Development District (the "District") here by 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: 5
- (b) Name of Payee: D.R. Horton, Inc.
- (c) Amount Payable: \$124,209.97
- (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 from which disbursement to be made: 267083005

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 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: 267083005

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 forth above, which has not been released or will not be released simultaneously with the payment hereof.

## REQUISITION

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

The undersigned, an Authorized Officer of River Glen Community Development District (the "District") here by 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: 6
- (b) Name of Payee: D.R. Horton, Inc.
- (c) Amount Payable: \$472,630.11
- (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 from which disbursement to be made: 267083005

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 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: 267083005

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 forth above, which has not been released or will not be released simultaneously with the payment hereof.

# STAFF REPORTS

# District Counsel

# District Engineer



*Consideration of Proposal for  
Stormwater Analysis Report  
(Under Separate Cover)*

# Field Inspection Report

# Landscape Report

# Amenity Manager Report

# District Manager

# **BUSINESS ITEMS**

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

# Discussion Regarding Sidewalks



*Consideration of Proposal(s) for  
9 Sections of Sidewalk  
(Under Separate Cover)*

## **Tab 4**

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN  
COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES  
AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*;  
PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the River Glen Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Nassau County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of December, 2021.

ATTEST:

**RIVER GLEN COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**December 9, 2021**

**River Glen Community Development District**  
**Prompt Payment Policies and Procedures**

**Table of Contents**

I.	Purpose .....	1
II.	Scope .....	1
III.	Definitions .....	1
	A. Agent .....	1
	B. Construction Services .....	1
	C. Contractor or Provider of Construction Services .....	1
	D. Date Stamped .....	1
	E. Improper Invoice .....	2
	F. Improper Payment Request .....	2
	G. Non-Construction Goods and Services.....	2
	H. Proper Invoice .....	2
	I. Proper Payment Request .....	2
	J. Provider .....	2
	K. Purchase .....	2
	L. Vendor .....	2
IV.	Proper Invoice/Payment Request Requirements .....	3
	A. General .....	3
	B. Sales Tax .....	3
	C. Federal Identification and Social Security Numbers .....	3
	D. Proper Invoice for Non-Construction Goods and Services .....	3
	E. Proper Payment Request Requirements for Construction Services .....	4
V.	Submission of Invoices and Payment Requests .....	4
VI.	Calculation of Payment Due Date .....	5
	A. Non-Construction Goods and Services Invoices .....	5
	B. Payment Requests for Construction Services .....	6
VII.	Resolution of Disputes .....	7
	A. Dispute Between the District and a Provider .....	7
	B. Dispute Resolution Procedures .....	7
VIII.	Purchases Involving Federal Funds or Bond Funds.....	8
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage .....	8
X.	Late Payment Interest Charges .....	9
	A. Related to Non-Construction Goods and Services .....	9
	B. Related to Construction Services .....	9
	C. Report of Interest .....	9

**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the River Glen Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8013570789C-9. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-436-6270), email: lgallagher@rizzetta.com.

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date



4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**  
River Glen Community Development District  
c/o [Rizzetta & Company, Inc.](#)  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager
2. **Email Address**  
lgallagher@rizzetta.com

## VI. Calculation of Payment Due Date

### A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

##### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**



# ADJOURNMENT