



Rizzetta & Company

River Glen Community Development District

**Audit Committee Meeting and
Board of Supervisors' Meeting
January 20, 2022**

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

www.riverglencdd.org

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Charles Moore	Chairman
	Gretchen Copeland	Vice Chairman
	Steven Bryant	Assistant Secretary
	Steven Nix	Assistant Secretary
	Robert Porter	Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	Dan McCranie	McCranie & Associates

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT

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

January 13, 2022

River Glen Community Development District

AGENDA

Dear Board Members:

The **audit committee** meeting and **regular** meeting of the Board of Supervisors of the River Glen Community Development District will be held on **Thursday, January 20, 2022 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.

AUDIT COMMITTEE MEETING:

1. **CALL TO ORDER/ROLL CALL**
2. **BUSINESS ADMINISTRATION**
 - A. Review Instructions and Criteria for Proposals for District Auditing Services.....Tab 1
 - B. Establishing a Date for Second Audit Committee Meeting
3. **Adjournment**

BOARD OF SUPERVISORS 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 November 18, 2021.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for October 2021 and November 2021.....Tab 2
 - C. Ratification of Capital Improvement, Account Series 2021, CR2-3 AA1, CR3-6 AA2, CR7–CR10 AA2.....Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Consideration of Proposal for Stormwater Analysis.....Tab 4
 - C. Field Inspection Report
 - 1.) Field Services Inspection Report, January 7, 2022.....Tab 5
 - D. Landscape and Irrigation Report
 - 1.) Duval Landscape Report, December 2021.....Tab 6
 - E. Amenity Manager Report
 - 1.) First Coast CMS, Amenity Manager Report, January 10, 2021.....Tab 7
 - F. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-01, Update to Prompt Payment Policies.....Tab 8
 - B. Consideration of Resolution 2022-02, Conducting General Election.....Tab 9

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C. *Consideration of Proposal(s) for Landscape and Irrigation Maintenance Services
(Under Separate Cover)*

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.

Very truly yours,

Lesley Gallagher

Lesley Gallagher
River Glen Community
Development District

AUDIT COMMITTEE MEETING

CALL TO ORDER / ROLL CALL

BUSINESS ADMINISTRATION

Tab 1

**RIVER GLEN COMMUNITY DEVELOPMENT
DISTRICT REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2021-2022
Nassau County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, ____ at __:__ a/p.m., at the offices of District Manager, located at 2806 North Fifth Street, Suite 403, St. Augustine, FL. 32084. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licenser and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit five (5) hard copies of their proposal and one (1) Adobe PDF file on flash drive using ONLY the following delivery methods, UPS, FedEx or Hand Delivery to the District Manager, at 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084, in an envelope marked on the outside "Auditing Services – River Glen Community Development District."

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of Districts limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The proposal must provide for the auditing of the District's financial records for the Fiscal Years ending September 30, 2022, 2023, 2024, 2025 and 2026 with an option for additional annual renewals.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

EVALUATION CRITERIA

1. *Ability of Personnel.*

(20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposers' Experience.

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.*

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services.

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5 Price

(20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonable ness of the price to the services

Total

(100 Points)

**RIVER GLEN DEVELOPMENT DISTRICT REQUEST FOR
PROPOSALS**

District Auditing Services for Fiscal Year 2021-2022
Nassau County, Florida

INSTRUCTIONS TO PROPOSERS

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SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

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SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of Districts limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

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- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

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AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (25 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposers' Experience. (25 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work. (25 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (25 Points)

Extent to which the proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

Total (100 Points)

Establishing a Date for Second Audit Committee Meeting

ADJOURNMENT

BOARD OF SUPERVISORS' MEETING

CALL TO ORDER / ROLL CALL

AUDIENCE COMMENTS ON AGENDA ITEMS

BUSINESS ADMINISTRATION

Tab 1

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	Board Supervisor, Chairman
Gretchen Copeland	Board Supervisor, Vice Chairman
Steven Nix	Board Supervisor, Assistant Secretary
Robert Porter	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP (via speakerphone)
Dan McCranie	District Engineer, McCranie & Associates, Inc (via speakerphone)
Tony Shiver	President, First Coast CMS
Jason Liggett	Field Service Manager, Rizzetta & Company, Inc.
Daniel Todd	Representative, Duval Landscaping

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 not 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 presented 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 why the companies that cause 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 9th or December 7th 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 9th with December 7th as an alternative if quorum cannot be met for the 9th at 1:30 with the Final Date to be posted on the website for River Glen Community Development District.

219

220

221

222

Secretary/Assistant Secretary

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 30th 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**

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.

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

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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

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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 30th 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



Exhibit B

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 96509

Application No(s): 8

Project Name: River Glen Phase 2

Phase or Independent Portion (if applicable): Unit 2 only, including SWMF 2A and 2B

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By:

Signature of Permittee

D.R. Horton, Inc. - Jacksonville

Company Name

(904) 421-4612 / aksharp@drhorton.com

Phone/email address

Philip A. Fremento - Vice President

Name and Title

4220 Race Track Road

Company Address

St. Johns, FL 32259

City, State, Zip

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By:

Signature of Representative of O&M Entity

Charles Moore, Chairman for River Glen CDD

Name and Title

Email Address

904-436-6270

Phone

River Glen Community Development District

Name of Entity for O&M

3434 Colwell Avenue, Suite 200

Address

Tampa, FL 33614

City, State, Zip

Date

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☒ Copy of all recorded plats
- ☒ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)
- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



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>
Report Total				<u>\$ 23,984.78</u>

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 November 2021 Presented For Board Approval

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

The total items being presented: **\$28,714.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

River Glen Community Development District

Paid Operation & Maintenance Expenditures
November 1, 2021 Through November 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	003987	CM111821	Board of Supervisors Meeting 11/18/21	\$ 200.00
Coastal Newspapers LLC	003973	670293 11/21	Acct #30282 Legal Advertising 11/21	\$ 251.00
Comcast	112221	8495 74 401 0038261 11/21	Clubhouse/TV/Phone/Internet 11/21	\$ 263.00
Department of Economic Opportunity	003977	85004	Special District Fee FY 21/22	\$ 175.00
First Coast CMS, LLC	003976	6080	Controller for Swimming Pools 08/21	\$ 5,880.80
First Coast CMS, LLC	003978	6100	Monthly Services 11/21	\$ 3,992.19
Fitness Pro	003979	26101	Fitness Equipment Repairs 10/21	\$ 110.00
Florida Department of Revenue	003984	65-8016514515-1 10/21	Sales And Use Tax 10/21	\$ 17.33
Florida Power & Light Company	111621	FPL Summary 10/21	Electric Summary 10/21	\$ 2,962.06
Gretchen Copeland	003985	GC111821	Board of Supervisors Meeting 11/18/21	\$ 200.00
Hopping Green & Sams	003980	125830	Legal Services 06/21 & 08/21	\$ 4,559.12
Hopping Green & Sams	003980	125896	Legal Services 09/21	\$ 701.50
Hopping Green & Sams	003986	126140	Legal Services 10/21	\$ 364.00
JEA	112222-2	Acct#4780546006 10/21	Acct#4780546006 10/21	\$ 680.40

River Glen Community Development District

Paid Operation & Maintenance Expenditures
November 1, 2021 Through November 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.	003981	3835	Engineering Services 09/21	\$ 900.00
Phil Lentsh dba Office Dynamics	003988	00033860	Book Copy 11/21	\$ 65.34
Republic Services of Florida	110821	0687-001174686	Waste Disposal Services 11/21	\$ 78.40
Rizzetta & Company, Inc.	003974	INV0000062579	District Management Services 11/21	\$ 5,684.84
Rizzetta Technology Services, LLC	003975	INV0000008199	Website & Email Hosting Services 11/21	\$ 100.00
Robert S. Porter	003989	BP111821	Board of Supervisors Meeting 11/18/21	\$ 200.00
SOLitude Lake Management	003982	PI-A00705561	Lake & Pond Management Services 11/21	\$ 445.00
Steven Brian Nix	003992	SN111821	Board of Supervisors Meeting 11/18/21	\$ 200.00
The Florida Times Union 1261	003983	Ad #103380881-10062021 10/21	Acct #38022 Legal Advertising 10/21	<u>\$ 684.58</u>
Report Total				<u>\$ 28,714.56</u>

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

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

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

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REQUISITION

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

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- (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

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REQUISITION

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

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- (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

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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.

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

December 06, 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):
DR Horton, Inc VIA WIRE & Everything else VIA UPS

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR7 AA2	McCranie & Associates, Inc	\$3,450.00	S2021 A2
CR8 AA2	Hopping Green & Sams	\$3,370.50	S2021 A2
CR9 AA2	DR Horton, Inc	\$1,177,605.89	S2021 A2
CR10 AA2	Hopping Green & Sams	\$1,212.50	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: 7 AA2

(b) Name of Payee: McCranie & Associates, Inc

301 Centre Street, Suite 200

Fernandina Beach, FL 32034

(c) Amount Payable: \$3,450.00

(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 #'s 3797, 3806, 3819, 3832 for Engineering Services thru October 31, 2021

(e) Fund or Account from which disbursement to be made:

Acquisition and 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 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

REQUISITION

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

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(a) Requisition Number: 8 AA2

(b) Name of Payee: Hopping Green & Sams

119 S. Monroe Street, Ste 300

P.O. Box 6526

Tallahassee, FL 32314

(c) Amount Payable: \$3,370.50

(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 #'s 125831 and 125897 for Legal Services thru September 30, 2021

(e) Fund or Account from which disbursement to be made:

Acquisition and 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 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

REQUISITION

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
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- (a) Requisition Number: 9 AA2
- (b) Name of Payee: D.R. Horton, Inc.
- (c) Amount Payable: \$1,177,605.89
- (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): Partial Payment on Developer Advance for PH 2, 3, 4B and 5A
- (e) Fund or Account from which disbursement to be made: Series 2021 Area 2 Acquisition and Construction Account #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

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REQUISITION

RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
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(a) Requisition Number: 10 AA2

(b) Name of Payee: Hopping Green & Sams

119 S. Monroe Street, Ste 300

P.O. Box 6526

Tallahassee, FL 32314

(c) Amount Payable: \$1,212.50

(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 # 123735 for Legal Services thru May 31, 2021

(e) Fund or Account from which disbursement to be made: Series 2021 Area 2 Acquisition and Construction Account #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

STAFF REPORTS

District Counsel

District Engineer

Tab 4



ESTIMATE OF WORK EFFORT AND FEE

River Glen - Stormwater Needs Analysis

			Project Totals		
No	/ Activity	sheets	Man Hours	Ave Rate	Labor Cost
Task 1 - Stormwater Management Needs Analysis					
A	Background - Coordinate with District Manager		2	150.00	\$ 300.00
B	Part 1 - Complete forms, research information		5	150.00	\$ 750.00
C	Part 2 - Complete forms, research information		3	150.00	\$ 450.00
D	Part 3 - Complete forms, GIS work		5	150.00	\$ 750.00
E	Part 4 - Complete forms, research information		1	150.00	\$ 150.00
F	Part 5 - Complete forms, Calculate estimated costs		6	150.00	\$ 900.00
G	Part 6 - Complete forms, calculate useful life expectancy		3	150.00	\$ 450.00
H	Part 7 - Complete forms, coordinate with District Manager		5	150.00	\$ 750.00
I	Part 7 - Complete forms, coordinate with District Manager		2	150.00	\$ 300.00
Subtotal					\$ 4,800.00
Task 2 - Deficient stormwater report (optional services)					
A	Inspect all Phase 1 stormwater pipes and inlets		16	150.00	\$ 2,400.00
B	Create report of deficiencies		6	150.00	\$ 900.00
C	Create bid package for repair work required		5	150.00	\$ 750.00
D	Bid project		4	150.00	\$ 600.00
E	Review completed work for payment authorization		4	150.00	\$ 600.00
Subtotal					\$ 5,250.00
Task 5 -					
A			0	150.00	\$ -
B			0	150.00	\$ -
C			0	150.00	\$ -
D			0	150.00	\$ -
Subtotal					\$ -
A					
B					
C					\$ -
D					\$ -
E					\$ -
Subtotal					\$ -
A					
B					
C					
D					\$ -
Subtotal					\$ -
Project Totals			67		\$ 10,050.00

Required additional items:

Items not included: Permitting, Post Design services, architectural services, building permits, permit fees.

Field Inspection Report

Tab 5

RIVER GLEN

FIELD INSPECTION REPORT



January 7, 2022
Rizzetta & Company
Jason Liggett – Field Services Manager



Rizzetta & Company
Professionals in Community Management

Main Entrance

General Updates, Recent & Upcoming Maintenance Events

- Duval to continue to replace Bermuda.
- Duval to produce a game plan for the Saint Augustine this spring.

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. During my inspection we did have sod replaced throughout the district. There are still quite a bit of areas that need to be replaced. Duval did commit to replacing more.(Pic 1)



2. Duval to fill in the animal hole directly across from the entrance to the amenity center in the Ligustrum bed.
3. Treat the Sago Palms throughout the pool area with noticeable amounts of scale on them. We will have to do at least 2 treatments to be fully affective.
4. Duval to come up with a plan for the Bermuda in the back of the pool area. These areas have declined since inception of the contract.
5. Duval has replaced the turf around the tennis court in the front and on the side.(Pic 5)
6. During my inspection, the Saint Augustine has gone dormant however, I want to make sure we a good game plan going into the spring. Does Duval recommend a Core Aeration this growing season to help the compacted soils.
7. During my inspection I did notice very saturated soil conditions. In my opinion the district is receiving to much water. We need to investigate this.
8. Treat the chamber bitter and other weeds on River Glen Parkway.
9. Treat the island on River Glen parkway for ant mounds across from the tennis court. Once eradicated rake down mounds.
10. We continue to have issues with vehicles driving on the turf in the district which can



Main Entrance To Fern Creek & Edwards Road ROW

result in compaction and loss of turf.(Pic 11)



16. Treat the Ant Mounds at the entrance to Lagoon Forest Drive. Once eradicated rake down and cover with mulch.

17. Treat the bed weeds on the entrance side to Lagoon Forrest going down the vinyl fence.

12. Duval to spray out the baseball field diamond for weeds. Recommend the district to investigate remediation of the baseball field.

13. Treat the declining Sago Palms at the center island main entrance in the front entrance to the community.(Pic 13)



14. We have recent damage from the school bus stop in the front of the community. Recommend signs to let parents know to stay off the grass.(Pic 14)

15. Remove the dead plant material in the beds along the wall that have died from sitting in water. Leave beds empty for now.



Landscape Report

Tab 6



Duval Landscape

MAINTENANCE

River Glen

12/01/2021

Pond bank maintenance.

Spot mowing select areas on roadway and at amenity center.
pruned shrubs at pool and amenities center

12/08/2021

Complete irrigation inspection
Detailed front entrance and amenities center
Spot mowing throughout site

12/15/2021

Install flowers at the front entry.
Complete detail rotation along main roadway
Chemically treated all landscape beds

12/22/2021

Basic maintenance to entire property
Spray bed weeds around the amenity parking lot
Removed all debris
blew off property
crown pruned sago palms at entrance

12/29/2021

spot mowed entrance and ponds
hand pulled weeds at entrance
installed annual contract mulch
removed debris
blew off all hard surfaces
pruned all shrubs throughout site



**We Care
About**

Your landscape
Your business
Your priorities
Your satisfaction

Sincerely,
Chris Cesaro
Senior Account Manager

Duval Landscape Maintenance LLC

www.duvallandscape.com

Serving Duval, St Johns, Clay, Putnam and Nassau Counties

Michael Wooldridge. Account Manager

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

Fertilization & Pest Service Request

Property River glen

Date 12/8/21

Person Requesting Work _____

	Fertilize	Insect	Disease	Weed	Other
Turf	X	X	X	X	
Annuals					
Trees					
Palms					
Shrubs					

Description (ic. Location, notes on issue)

Speed zone
Avenue south
Bifen
4-4-5

Completed by Technician

Weather Condition

Rain	Overcast	Sunny
	X	X

Technician

Terry

Soil Conditions

Dry

Actions & Comments of Technician

Treated bahia, for weeds with the weed control and also sprayed the St augustine and bermuda with the weed control. And everything was treated with an Insecticide for the insects and the fertilizer for green and help roots. Thank you.

Amenity Manager Report

Tab 7



River Glen Community Development District

Field Report Jan 2022

First Coast CMS LLC
1/10/2022

Swimming Pools

The Contractor has begun work on the pools and I will update the Board of progress

Facility Maintenance

We had a leak from the pool deck shower. We responded afterhours to shut the water off and will be replacing the plumbing behind the vinyl cases over the next few weeks.

Our staff replace one of the rocking horses on the playground.

We are beginning to see an influx of new resident registrations for the new phase under development.

The District has a large amount of old parts and wood stored in the storage building that we would like to throw away. We are requesting the Board to approve us getting a dumpster for a week to dispose of the stuff.

District Manager

BUSINESS ITEMS

Tab 8

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 20th day of January, 2022.

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***

January 20, 2022

River Glen Community Development District
Prompt Payment Policies and Procedures

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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 [REDACTED]. 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: info@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**
CDDinvoice@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.).

Tab 9

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE NASSAU SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS

WHEREAS, the RIVER GLEN Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the unincorporated Nassau County, Florida; and

WHEREAS, the Board of Supervisors of RIVER GLEN Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the Nassau Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

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

Section 1. The Board is currently made up of the following individuals: Steven Bryant, Steven Nix, Gretchen Copeland, Charles Moore and Robert Porter

Section 2. The term of office for each member of the Board is as follows:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Steven Bryant	2024
2	Steven Nix	2024
3	Gretchen Copeland	2022
4	Charles Moore	2022
5	Robert Porter	2022

Section 3. Seat 3, currently held by Gretchen Copeland, and Seat 4, currently held by Charles Moore and Seat 5, currently held by Robert Porter are scheduled for the General Election in November 2022.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2022 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to conduct the District's General Elections. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 20th DAY OF JANUARY, 2022.

**RIVER GLEN
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

*Consideration of Proposal(s) for
Landscape and Irrigation Maintenance
Services
(Under Separate Cover)*

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT