

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

November 16, 2021

BOARD OF SUPERVISORS

PUBLIC HEARING AND

REGULAR MEETING

AGENDA

Ryals Creek Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 9, 2021

ATTENDEES:
**Please identify yourself each time
you speak to facilitate accurate
transcription of meeting minutes.**

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Public Hearing and a Regular Meeting on November 16, 2021 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Board of Supervisors *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Chapter 190, Florida Statutes
 - D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - E. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2022-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2022-04, Designating Certain Officers of the District, and Providing for an Effective Date

6. Consideration of Resolution 2022-05, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, *Florida Statutes*; Providing for Severability; and Providing an Effective Date
7. Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments Relating to the Financing and Securing of Certain Public Improvements, Adoption of the Operations and Maintenance Special Assessment Methodology Report; Adoption of an Assessment Roll, and to Provide for the Levy, Collection, and Enforcement of Assessments
 - *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*
 - *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*
 - A. Affidavit/Proof of Publication
 - B. Fiscal Year 2022 Amended Budget
 - C. Operations and Maintenance Special Assessment Methodology Report
 - D. Consideration of Resolution 2022-06, Adopting an Amended Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Making a Determination of Benefit and Imposing Special Assessments for Upcoming Fiscal Years; Adopting an Assessment Report; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Providing a Severability Clause; and Providing an Effective Date
8. Ratification Items
 - A. England-Thims & Miller, Inc., Work Authorization No. 2 2021-2022 General Consulting Engineering Services
 - B. HGS Transition Letter
9. Consideration of Kutak Rock LLP Retention and Fee Agreement
10. Acceptance of Unaudited Financial Statements as of September 30, 2021
11. Approval of October 5, 2021 Regular Meeting Minutes

12. Staff Reports

A. District Counsel: *Kutak Rock, LLP*

- Statutory Changes from 2021 Legislative Session
 - I. Publication of Legal Notices
 - II. Wastewater and Stormwater Needs Analysis
 - III. Prompt Payment Policies
 - IV. Public Records Exemptions

B. District Engineer: *England- Thims & Miller, Inc.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 7, 2021 at 9:30 AM
 - QUORUM CHECK

J MALCOM JONES, III	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
RILEY SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHIP SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
DAVIS SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHRIS EYRICK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

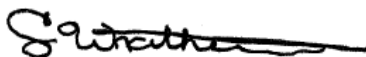
13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 413 553 5047

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ryals Creek Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the within the City of Jacksonville, Florida, Duval County; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 2, 2021, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

NAME OF SUPERVISOR	SEAT NUMBER	NUMBER OF VOTES
A. Chester (Chip) Skinner	3	418
David Godfrey (Davis) Skinner	4	417
Christopher Eyrick	5	418

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

NAME OF SUPERVISOR	TERM OF OFFICE	SEAT NUMBER
A. Chester (Chip) Skinner	4-year term	3
David Godfrey (Davis) Skinner	2-year term	4
Christopher Eyrick	4-year term	5

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16th DAY OF NOVEMBER, 2021.

**RYALS CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-04

A RESOLUTION OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ryals Creek Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Duval County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Kristen Suit is appointed Assistant Secretary

2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.
3. This Resolution shall become effective immediately upon its adoption.

Adopted this 16th day of November, 2021.

ATTEST:

**RYALS CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ryals Creek Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the current members of the Board of Supervisors (“Board”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

- Seat # 1 (currently held by Malcolm Jones, III)
- Seat # 2 (currently held by Clayton Riley Skinner)
- Seat # 4 (currently held by David Godfrey [Davis] Skinner, Jr.)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

- Seat # 3 (currently held by A Chester [Chip] Skinner, III)
- Seat # 5 (currently held by Christopher Eyrick)

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 16th day of November, 2021.

ATTEST:

**RYALS CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7A

(Published daily except Saturday, Sunday and legal holidays)
Jacksonville, Duval County, Florida

STATE OF FLORIDA,

S.S.

COUNTY OF Duval,

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing to Consider the Adoption of the Fiscal Year 2021/2022 Amended Budget, etc.

**See
Attached
(Page 1 of 3)**

in the matter of Rvals Creek Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of 10/27/21, 11/3/21

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

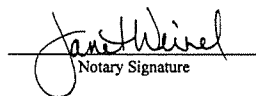
*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



Rhonda Fisher

Sworn to and subscribed before me this 3rd day of November, 2021 A.D. by Rhonda Fisher who is personally known to me.

JANET WEINEL
Notary Public, State of Florida
My Comm. Expires 12/18/2024
Commission No. HH156817


Notary Signature

Seal

Notary Public, State of Florida

**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022
AMENDED BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF
OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT
ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF
REGULAR BOARD OF SUPERVISORS' MEETING.**

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Ryals Creek Community Development District ("District") will hold a public hearing to consider the adoption of the Operation and Maintenance Methodology and a regular meeting at:

DATE: November 16, 2021
TIME: 9:30 a.m.
LOCATION: Offices of England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

The public hearing is being held pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") and adoption of the *Operations and Maintenance Special Assessment Methodology Report* upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2021/2022; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt an amended budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, *Florida Statutes*, a description of streets and other areas to be improved, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget and the *Operations and Maintenance Special Assessment Methodology Report*. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Parcel Number	Number of Net Developable Acres	O&M Assessments per Net Developable Acre	Proposed O&M Assessments (including collection costs / early payment discounts)
Parcel 1	15.91	\$782.67	\$13,461.92
Parcel 2	4.8	\$782.67	\$4,061.43
Parcel 3	22.07	\$782.67	\$18,674.09
Parcel 4	9.91	\$782.67	\$8,385.15
Parcel 5	16.85	\$371.15	\$6,760.95
Parcel 6	23.67	\$371.15	\$9,497.43
Parcel 7	15.45	\$371.15	\$6,199.21
Parcel 8	52.76	\$371.15	\$21,169.59
Parcel 9	10.52	\$782.67	\$8,901.29
Parcel 10	13.38	\$782.67	\$11,321.21
Parcel 12	6.56	\$782.67	\$5,550.62
Town Center	56.54	\$782.67	\$47,840.17

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Duval County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022.

For Fiscal Year 2021/2022, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2021. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

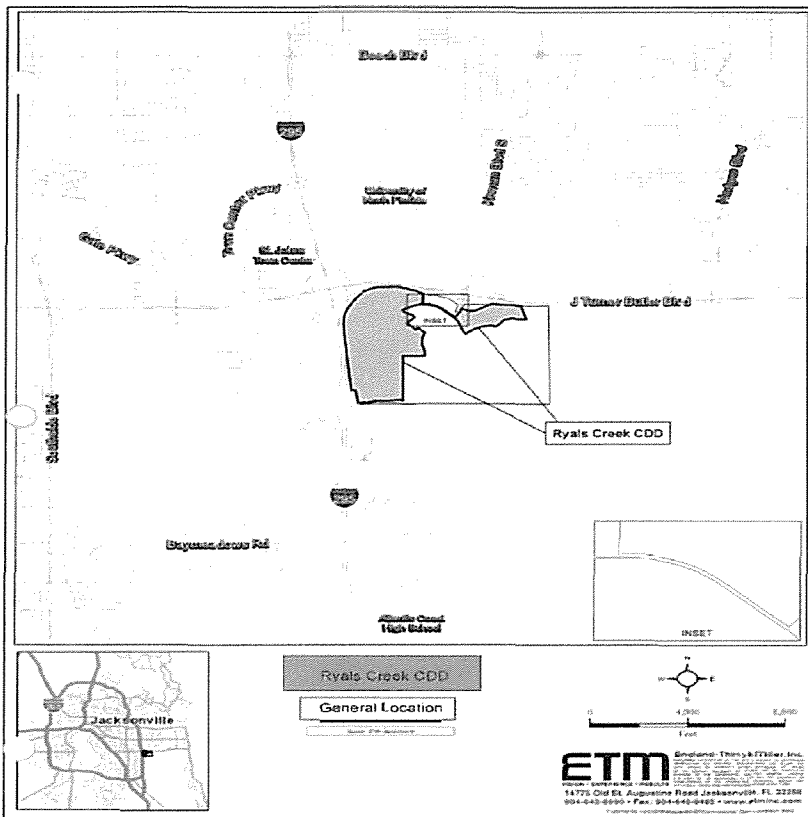
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (877) 276-0889 ("District Manager's Office"), during normal business hours, or by accessing the District's website at <http://www.ryalscreekcdd.net/>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

Craig Wrathell
District Manager



RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE ADOPTED BUDGETS PURSUANT TO CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant Chapter 190, Florida Statutes, the Board of Supervisors ("Board") of the Ryals Creek Community Development District ("District") has approved budgets ("Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year"); and

WHEREAS, it is in the best interest of the District to fund in part or in whole the administrative and operations services (together, "Services") set forth in the Budget, a current copy of which is attached as Exhibit A, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments");

WHEREAS, the District has prepared the Operation and Maintenance Special Assessment Methodology Report dated September 30, 2021 attached hereto as Exhibit B (the "Assessment Report") to allocate the benefit and assessments related to the District's improvements to the properties within its boundaries; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the current Fiscal Year Budget and Assessment Report, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Assessment Report; and

WHEREAS, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, the Assessments shall defray the cost of the Services in total or in part of the total estimated amounts set forth in each year's Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and Assessment Report and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," c/o Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road #110w, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in each year's Proposed Budget and the Assessment Report. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be allocated in accordance with the Assessment Report and the Fiscal Year Budget and shall be paid in one more installments pursuant to a bill issued by the District in November of 2021, and subsequent years following adoption of the annual budget and Assessments and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes.

2. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the Assessments are hereby declared and set for November 16, 2021 at 9:30 a.m., at the following location:

LOCATION: office of England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

3. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Duval County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

4. CONFLICTS; SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED THIS 5th DAY OF OCTOBER, 2021.

ATTEST:

s/C Riley Skinner
Secretary/Assistant Secretary

RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT
By: s/A. Chester Skinner, III
Its: Chairman

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7B

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2022**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
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**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Amended Budget FY 2022
	Adopted	Actual through 3/31/2021	Projected Through 9/30/2021	Total Actual & Projected	
REVENUES					
Landowner contributions	\$ 143,951	\$ 14,539	\$ 80,617	\$95,156	\$ 130,980
Off-roll assessments (Parcels 9&10)	-	-	-	-	18,706
Interlocal - Boggy Branch CDD	-	-	-	-	16,831
Total revenues	<u>143,951</u>	<u>14,539</u>	<u>80,617</u>	<u>95,156</u>	<u>166,517</u>
EXPENDITURES					
Professional & administration					
Supervisors	7,000	1,800	4,000	5,800	7,000
FICA	536	138	306	444	536
District engineer	35,000	3,924	6,076	10,000	10,000
District counsel	35,000	9,141	15,859	25,000	25,000
District management	40,000	10,000	30,000	40,000	36,000
Note/bond accounting	5,000	-	-	-	-
Printing & binding	500	250	250	500	500
Legal advertising	2,000	383	1,000	1,383	1,500
Postage	500	18	482	500	500
Dissemination agent ¹	1,000	-	-	-	-
Trustee ¹	5,500	-	-	-	-
Arbitrage rebate calculation ¹	750	-	-	-	-
Audit	3,575	-	3,575	3,575	3,575
Insurance - GL, POL	5,500	5,000	-	5,000	5,500
Miscellaneous- bank charges	500	63	437	500	500
Website					
Hosting & development	705	705	-	705	705
ADA compliance	210	210	-	210	210
Annual district filing fee	175	175	-	175	175
Office supplies	500	-	500	500	500
Total professional & admin expenditures	<u>143,951</u>	<u>31,807</u>	<u>62,485</u>	<u>94,292</u>	<u>92,201</u>
Field operations - Ryals only					
General maintenance	-	-	-	-	-
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Field operations - Shared²					
Field management	-	-	-	-	2,000
Stormwater management					
Street lights	-	-	-	-	5,334
Effluent supply	-	-	-	-	18,782
Landscape					
Maintenance contract	-	-	-	-	39,200
Plant replacement	-	-	-	-	2,500
Irrigation repairs	-	-	-	-	1,500
Roadway maintenance	-	-	-	-	5,000
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>74,316</u>
Total expenditures	<u>143,951</u>	<u>31,807</u>	<u>62,485</u>	<u>94,292</u>	<u>166,517</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(17,268)	18,132	864	-
Fund balances - beginning	17,531	(864)	(18,132)	(864)	-
Fund Balances - ending	<u>\$ 17,531</u>	<u>\$ (18,132)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

¹These expenditures will be incurred subsequent to the issuance of bonds.

²These costs are shared pursuant to an interlocal agreement between Boggy Branch CDD and Ryals Creek CDD at 22.6473 and 77.3527% respectively.

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
COSTS/ASSESSMENTS PER UNIT
FISCAL YEAR 2022**

Derivation of Contribution per Unit (Developable Acre)

Expenditure Category	<u>Amount</u>	<u># of Units (Developable Acres)</u>	<u>Contribution Amt per Unit (Developable Acre)</u>	
Professional & administration	\$ 92,201	248.42	\$ 371.15	Future phase(s) cost/acre
Field operations - Ryals only	-	139.69	-	
Field operations - Shared (Ryals' Portion)	<u>57,485</u>	139.69	<u>411.52</u>	
	149,686		\$ 782.67	Phase 1 cost/acre
Field operations - Shared (Boggy's' Portion)	<u>16,831</u>			
Total Expenditures	<u>\$166,517</u>			
Parcels 1-4		52.69	\$ 782.67	
Parcels 5-8		108.73	371.15	
Parcels 9&10		23.9	782.67	
Parcel 12&Town Center		<u>63.1</u>	782.67	
Total		248.42		

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Supervisors	\$ 7,000
Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
FICA	536
As per federal law, this expenditure is currently 7.65% of gross wages.	
District engineer	10,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
District counsel	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
District management	36,000
Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc. After bonds are issued, many of the required public hearings will be completed.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Audit	3,575
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Insurance - GL, POL	5,500
The District carries general liability and public officials liability insurance. The limit of liability is set at \$1,000,000 for general liability and \$1,000,000 for public officials liability.	
Miscellaneous- bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & development	705
ADA compliance	210
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Office supplies	500
Bank charges, automated AP and other charges.	
Total professional & admin expenditures	<u>92,201</u>
<i>Field operations - Ryals only</i>	
General maintenance	<u>-</u>
Total field operations	<u>-</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations - Shared²

Field management	2,000
Part-time management firm managing District common elements.	
Stormwater management	
Street lights	5,334
Twice monthly visits 15.24 acres of pond.	
Effluent supply	18,782
Assumes \$5,600 linear feet and 20' wide ROW. 26 watering weeks a year at 3/4" water each water week at \$1 per 1,000 gallons.	
Landscape	
Maintenance contract	39,200
All inclusive; fertilizer/chemical, irrigation checks, mulch/tree trim once etc. assumes \$5,600 linear feet and 20' wide ROW at .35¢ per square ft.	
Plant replacement	2,500
Irrigation repairs	1,500
Roadway maintenance	5,000
anticipates periodic street sweeping and once a year pressure washing of \$5,600 linear feet of sidewalk.	
Total field operations	<u>74,316</u>
Total expenditures	<u><u>\$ 166,517</u></u>

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7C

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

Operations and Maintenance Special Assessment
Methodology Report

September 30, 2021



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

1.0 Introduction

The Ryals Creek Community Development District (the “District”) currently encompasses approximately 417.68 +/- acres of land located within City of Jacksonville, Duval County, Florida and is currently in the process of amending its boundaries to include a parcel of land, which according to England-Thims & Miller, Inc. (the “District Engineer”) will increase the size of the District to a total of approximately 494.82 +/- acres. The District, along with the immediately adjacent Boggy Branch Community Development District (the “Boggy Branch CDD”), which contains an area of approximately 557 +/- acres, comprise the SEQ PUD. The District is generally located at the southeastern corner of the intersection of Interstate 295 and J. Turner Butler Boulevard and is projected to be developed as a master planned mixed-use community.

This Operation and Maintenance Special Assessment Methodology Report (the “Report”) was developed to provide a methodology for apportioning special assessments which will defray the annual costs of operating the District. The District presently accounts for the annual costs of funding of its professional and administrative services (the “Professional & Administration”) and field operations and maintenance (the “Field Operations”) in its General Fund (the “General Fund”).

2.0 Development Program for the District

According to a memorandum prepared by the District Engineer and dated September 28, 2021, the land contained within the expanded District is entitled to be developed with 4,600 residential units and 3.5 million square feet of commercial uses (mixed-use including multi-family, retail office, etc.). Due to potential for a great variety and variability in the development product mix within the District, the District Engineer recommended that a net developable land measured in acres, net developable acre, is utilized as a measurement of development and also that the same net developable acre measure be used as the basis for the apportionment of costs of the Professional & Administration and Field Operations services among properties within the District.

3.0 General Fund Operation and Maintenance Benefit Allocation and Assessment Apportionment

The establishment and continued existence of the District allow for the planning, funding, installation, operation and maintenance of public infrastructure improvements, which made the land in the District developable. Consequently, all activities of the District that support the continued existence of the District as a governmental entity, activities which are described in the District’s annual budgets under the heading of

Professional & Administration, provide a special and peculiar benefit to the landowners within the District, as these benefits would not be possible without the initial establishment and continued existence of the District. Similarly, all activities of the District that support the operating and maintenance of District's public infrastructure improvements, activities which are described in the District's annual budgets under the heading of Field Operations, provide a special and peculiar benefit to the landowners within the District, as these benefits would also not be possible without the initial establishment and continued existence of the District.

The existence of the District and its continued services, therefore, have a logical connection to the special and peculiar benefits received by landowners within the Districts. Further, once the improvements are constructed, their continued operation and maintenance is in the interest of the landowners of the Districts, for whose special benefit such improvements were constructed and are operated and maintained, as the proper operation and maintenance of improvements within the District enhances the value of the land within the District and provides other special benefits to the landowners. The existence of the District and its continued operation and maintenance services, therefore, have a logical connection to the special and peculiar benefits received by landowners within the District.

As the property owners within the District benefit from the continued existence of the District, it is proposed that the annual General Fund budget of the District be funded by the properties within the District through the levy of special assessments. Following the recommendation of the District Engineer, this report proposes that net developable area measured in acres (defined as area used for development and excluding Stillwood Pines Boulevard and Kernan Boulevard road right-of-ways dedicated to the City of Jacksonville, stormwater ponds that serve the entire District, land areas that have been designated by reviewing agencies as wetlands and preserves, and various common areas, such as used for parks, open space, amenity areas, etc.) be used as a common measure for the purpose of assigning both the benefit of and the responsibility for payment of special assessments which would fund the provision of the services funded in the General Fund.

According to the District Engineer, based on the most current development plan for the expanded District, the net developable area encompasses approximately 248.42 +/- acres within a total of 13 parcels. At present time, this 248.42 acres represents the total developable acreage, or net developable acreage, within the District. Nevertheless, as the development of land within the District is projected to occur in two (2) phases and at present time development is proceeding in Phase I only, the eight (8) parcels that comprise Phase I and benefit from services funded in the Field

Operations section of the General Fund are the only parcels proposed to be assessed for the cost of Field Operations services on an equal per net developable acre basis, while all 13 parcels in the District benefit from services funded in the Professional & Administration section of the General Fund are proposed to be assessed for the cost of Professional & Administration services on an equal per net developable acre basis. According to the District Engineer, the eight (8) parcels that comprise Phase I encompasses a total net developable area of approximately 139.69 +/- acres

An additional matter to consider as part of this Report is that the District and Boggy Branch CDD entered into an interlocal agreement on December 23, 2020 (the "Interlocal Agreement"), which stipulates that both the District and Boggy Branch CDD will share certain costs, including but not limited to sharing the costs of operations and maintenance of certain facilities that are common to both the District and Boggy Branch CDD. The Interlocal Agreement stipulates that of the costs of Field Operations which are shared between the District and Boggy Branch CDD (the "Shared Field Operations") in accordance with the Interlocal Agreement, which costs are accounted for in the General Fund of the District and funded by the District, the share attributable to the District totals 77.3527% and the share attributable to Boggy Branch CDD is 22.6473%. Consequently, for every one (1) dollar budgeted to be expended by the District in funding the costs of the Shared Field Operations, Boggy Branch CDD will provide the District with 22.6473 cents. As the District may in the future fund certain Field Operations services which may benefit solely properties within the District and thus not be subject to cost sharing under the Interlocal Agreement (the "Non-Shared Field Operations"), the costs of such Non-Shared Field Operations would be funded solely by the District.

In accordance with the proposed method of apportioning special assessments which will defray the costs of District expenses funded in the General Fund as proposed in the proceeding paragraphs, Table 1 in the *Appendix* illustrates the calculation of assessments based on the costs contained in the District's Adopted Fiscal Year 2022 Budget, while Table 2 presents the assessment roll based on net developable acreage information provided by the District Engineer. Please note that all calculations assume that the boundaries of the District are expanded to a total of approximately 494.82 +/- acres.

Please note that in the future, as development occurs, the net developable area may change and/or the parcels that benefit from Field Operations services may increase in number, all of which will necessitate a recalculation of the per net developable acre assessments.

4.0 Appendix

Table 1

Ryals Creek
Community Development District

Operations and Maintenance Special Assessment Calculations

Cost Category	Costs Amount	Number of Net Developable Acres	Assessment per Net Developable Acre	Assessment per
				Net Developable Acre if Paid on Duval County Tax Bill*
Professional & Administration	\$92,201.00	248.42	\$371.15	\$401.24
Non-Shared Field Operations	\$0.00	139.69	\$0.00	\$0.00
Shared Field Operations - Boggy Branch CDD Share (22.6473%)	\$16,830.57			
Shared Field Operations - Ryals Creek CDD Share (77.3527%)	\$57,485.43	139.69	\$411.52	\$444.89
Total	\$166,517.00		\$782.67	\$846.13

Phase I Assessment per Net Developable Acre \$782.67 \$846.13
Phase II Assessment per Net Developable Acre \$371.15 \$401.24

Note: Please note that all costs illustrated herein are based on the costs contained in the District's Adopted Fiscal Year 2022 Budget
* Assuming payment in March on Duval County real estate tax bill (includes early payment discount allowance and collection costs)

Table 2

Ryals Creek
Community Development District

Assessment Roll

Parcel Number	Number of Net Developable Acres	Assessment per Net Developable Acre	Total Assessment	Total
				Assessment if Paid on Duval County Tax Bill*
Parcel 1	15.91	\$782.67	\$12,452.28	\$13,461.92
Parcel 2	4.8	\$782.67	\$3,756.82	\$4,061.43
Parcel 3	22.07	\$782.67	\$17,273.53	\$18,674.09
Parcel 4	9.91	\$782.67	\$7,756.26	\$8,385.15
Parcel 5	16.85	\$371.15	\$6,253.88	\$6,760.95
Parcel 6	23.67	\$371.15	\$8,785.12	\$9,497.43
Parcel 7	15.45	\$371.15	\$5,734.27	\$6,199.21
Parcel 8	52.76	\$371.15	\$19,581.87	\$21,169.59
Parcel 9	10.52	\$782.67	\$8,233.69	\$8,901.29
Parcel 10	13.38	\$782.67	\$10,472.12	\$11,321.21
Parcel 12	6.56	\$782.67	\$5,134.32	\$5,550.62
Town Center	56.54	\$782.67	\$44,252.16	\$47,840.17
Total	248.42		\$149,686.32	\$161,823.06

Note: Please note that all costs illustrated herein are based on the costs contained in the District's Adopted Fiscal Year 2022 Budget
* Assuming payment in March on Duval County real estate tax bill (includes early payment discount allowance and collection costs)

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7D

RESOLUTION 2022-06

A RESOLUTION OF THE GOVERNING BOARD OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 and ENDING SEPTEMBER 30, 2022; MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR UPCOMING FISCAL YEARS; ADOPTING AN ASSESSMENT REPORT; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ryals Creek Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "**Act**") for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in the City of Jacksonville, Florida; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and the Act; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has previously determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for each fiscal year beginning October 1 and ending September 30, and now desires to amend the Adopted Budget to better reflect the District's various operations and maintenance and other activities and costs ("**Amended Budget**"), a copy of the Amended Budget for Fiscal Year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**") is attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in each annual Amended Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, the Act, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Amended Budget; and

WHEREAS, it is in the best interests of the District to adopt the Operations and Maintenance Special Assessment Methodology Report dated September 30, 2021 (“**Assessment Report**”) attached to this Resolution as **Exhibit “B,”** and to collect the special assessments as identified in the Assessment Report October 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE RYALS CREEK COMMUNITY INDEPENDENT SPECIAL DISTRICT:

SECTION 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2021/2022.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for Ryals Creel Community Development District for the fiscal year ending September 30, 2022, as amended and adopted by the Board of Supervisors effective November 16, 2022.”

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of Ryals Creek Community Development District, the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
TOTAL ALL FUNDS	\$

SECTION 3. BENEFIT & ALLOCATION FINDINGS; ADOPTION OF ASSESSMENT REPORT. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and

reasonable, and the Assessment Report is adopted for use by the District in the collection of special assessments for operations and maintenance.

SECTION 4. ASSESSMENT IMPOSITION. Pursuant to Chapters 189 and 197, *Florida Statutes*, and the Act, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 5. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Direct Bill Assessments. The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits “A” and “B.” In the event that an assessment payment is not made in accordance with the schedule adopted annually, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

B. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 6. ASSESSMENT ROLL. The assessment roll, attached to this Resolution as part of **Exhibit “B,”** shall be updated annually and certified for collection. The proceeds therefrom shall be paid to the District.

SECTION 7. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2020-16, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2020-16 that are not amended by this Resolution apply to the Adopted Annual Budget

as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

**RYALS CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Annual Budget
Exhibit B: Assessment Report

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

8A

**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 2
2021/2022 GENERAL CONSULTING ENGINEERING SERVICES**

Scope of Work

England, Thims & Miller, Inc. shall provide general consulting engineering services for the Ryals Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

- | | |
|---|---|
| 1. Attending Meetings | 5. Development and Analysis of District Projects |
| 2. Preparation of Engineering Reports and Studies | 6. Operation and Maintenance Inspections |
| 3. Preparation of Cost Estimates and Budgets | 7. Prepare Presentation Documents for District Meetings |
| 4. Technical Support for Community Development District Staff | |

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

ESTIMATED FEE\$10,000.00

Basis of Estimated Fee (12 Months)

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2021**

Principal – CEO/CSO/President	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer	\$195.00/Hr.
Engineer	\$157.00/Hr.
Project Manager.....	\$180.00/Hr.
Assistant Project Manager	\$147.00/Hr.
Senior Planner	\$182.00/Hr.
Planner	\$149.00/Hr.
CEI Project Manager.....	\$165.00/Hr.
CEI Senior Inspector.....	\$148.00/Hr.
CEI Inspector	\$120.00/Hr.
Senior Landscape Architect	\$168.00/Hr.
Landscape Architect	\$150.00/Hr.
Senior Graphics Technician.....	\$149.00/Hr.
GIS Programmer	\$160.00/Hr.
GIS Analyst	\$133.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$151.00/Hr.
Engineering/Landscape Designer	\$131.00/Hr.
CADD/GIS Technician	\$121.00/Hr.
Administrative Support	\$84.00/Hr.
Accountant.....	\$102.00/Hr.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Time of Performance

Services rendered will commence upon District approval and will be completed on or before September 30, 2022.

Approval
Submitted by: Scott A. Wild
England, Thims & Miller, Inc.

Date: 11/4/21

Approved by: _____
Ryals Creek Community Development District

Date: _____

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

8B

Hopping Green & Sams

Attorneys and Counselors

October 19, 2021

VIA EMAIL

Craig Wrathell, District Manager

wraithellc@whassociates.com

A. Chester (Chip) Skinner, III, Chairperson

chip@SkinnerRealty.com

RE: Ryals Creek Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Craig/Chip,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

 10/25/21

(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)

2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have [DATE]
given instructions under Alternative
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com MarkS@hgslaw.com katieb@hgslaw.com and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: October 19, 2021

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

9

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Ryals Creek Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Katie S. Buchanan	\$320
Associates	\$250-275
Paralegals	\$145

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By: _____

Its: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

10

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	General Fund	Capital Projects Fund	Total Governmental Funds
ASSETS			
Cash	\$ 1,444	\$1,640,068	\$ 1,641,512
Due from Landowner	9,771	-	9,771
Due from ICI Homes	-	2,547,866	2,547,866
Prepaid expense	5,175	-	5,175
Total assets	<u>\$ 16,390</u>	<u>\$4,187,934</u>	<u>\$ 4,204,324</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 3,556	\$ 769,354	\$ 772,910
Retainage payable	-	329,003	329,003
Accrued wages payable	1,200	-	1,200
Accrued taxes payable	459	-	459
Landowner advance	6,000	-	6,000
Total liabilities	<u>11,215</u>	<u>1,098,357</u>	<u>1,109,572</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	4,596	2,157,332	2,161,928
Unearned revenue	5,175	-	5,175
Total deferred inflows of resources	<u>9,771</u>	<u>2,157,332</u>	<u>2,167,103</u>
Fund balances:			
Restricted for:			
Capital projects	-	932,245	932,245
Unassigned	(4,596)	-	(4,596)
Total fund balances	<u>(4,596)</u>	<u>932,245</u>	<u>927,649</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 16,390</u>	<u>\$4,187,934</u>	<u>\$ 4,204,324</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 3,480	\$ 61,177	\$ 143,951	42%
Total revenues	<u>3,480</u>	<u>61,177</u>	<u>143,951</u>	42%
EXPENDITURES				
Professional & administrative				
Supervisors	-	4,400	7,000	63%
FICA	-	337	536	63%
District engineer	514	5,808	35,000	17%
District counsel	-	14,536	35,000	42%
District management	3,000	29,333	40,000	73%
Note/bond accounting	-	-	5,000	0%
Printing & binding	42	500	500	100%
Legal advertising	355	1,027	2,000	51%
Postage	39	90	500	18%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Audit	-	2,725	3,575	76%
Insurance - GL, POL	-	5,000	5,500	91%
Miscellaneous- bank charges	-	63	500	13%
Website				
Hosting & development	-	705	705	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	-	500	0%
Total professional & administrative	<u>3,950</u>	<u>64,909</u>	<u>143,951</u>	45%
Excess/(deficiency) of revenues over/(under) expenditures	(470)	(3,732)	-	
Fund balances - beginning	(4,126)	(864)	-	
Fund balances - ending	<u>\$ (4,596)</u>	<u>\$ (4,596)</u>	<u>\$ -</u>	

* These items will be realized when bonds are issued

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 15,208
Construction draw funding	390,534	390,534
Total revenues	390,534	405,742
EXPENDITURES		
Capital outlay	840,211	7,867,791
Total expenditures	840,211	7,867,791
Excess/(deficiency) of revenues over/(under) expenditures	(449,677)	(7,462,049)
OTHER FINANCING SOURCES/(USES)		
Intergovernmental revenue	-	8,399,780
Total other financing sources/(uses)	-	8,399,780
Net change in fund balances	(449,677)	937,731
Fund balances - beginning	1,381,922	(5,486)
Fund balances - ending	\$ 932,245	\$ 932,245

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

11

DRAFT

**MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Ryals Creek Community Development District Board of Supervisors held a Regular Meeting on October 5, 2021 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present were:

A. Chester (Chip) Skinner, III	Chair
J. Malcolm Jones, III	Vice Chair
Christopher J. Eyrick	Assistant Secretary
Clayton (Riley) Skinner	Assistant Secretary
David (Davis) Godfrey Skinner, Jr.	Assistant Secretary

Also present, were:

Craig Wrathell (via telephone)	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Katie Buchanan (via telephone)	District Counsel
Jason Crews	District Engineer
Jason Hall	England-Thims & Miller, Inc. (ETM)
Jason Ellis	England-Thims & Miller, Inc. (ETM)
Kami Corbett (via telephone)	Hill Ward Henderson

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 9:31 a.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Presentation/Consideration of Engineer's Report/Memo

39 Mr. Crews presented the Memorandum used to outline the Methodology for the
40 Operations and Maintenance (O&M) budget based on net developable acreage for the overall
41 Ryals Creek development area. He presented an exhibit identifying the parcels that could
42 eventually be split into smaller pieces later, the assigned acreages to those parcels and their pro
43 rata percentage to the net developable area. The future Right-of-Way (ROW) for the road, pond
44 tracts and wetland conservation areas were excluded from those percentages.

45 The consensus was that the total was 248.42 acres. Mr. Wrathell asked for confirmation
46 that the 248.42 net developable acres includes the annexation of the Fuqua property that is
47 underway. Mr. Crews replied affirmatively and stated that, when updated, the CDD's total
48 boundaries would encompass approximately 494 acres. Also included is the Town Center
49 parcel, formerly the Fuqua parcel, and what was referred to as Parcel 1.

50 Mr. Wrathell reviewed the parcels currently contemplated for inclusion in Phase 1 as
51 outlined in the Memo, totaling 139.69 acres, which would be part of the discussion about the
52 O&M Methodology. Mr. Crews confirmed that the list of parcels is correct. Mr. Chip Skinner
53 stated that all the property east of Gum Swamp is included in Phase 1.

54 Mr. Crews stated that those areas were included in the current budget; Staff is working
55 on the next phase to move forward with the Phase 2 budget. Mr. Wrathell stated the intent
56 was to spread the administrative costs across the 248.42 net developable acres. The O&M
57 specific costs would be cost-split with the Boggy Branch CDD; the remaining Ryals Creek CDD
58 portion would be spread over the 139.69 acres on a per net developable acre basis as described
59 in the O&M Methodology. Discussion ensued regarding the fluctuating pro rata percentages for
60 Phase 1 parcels until Phase 2 comes online.

61 Mr. Wrathell noted the hope was that increasing O&M costs and the increase in
62 assessable acreage would not result in a dramatic increase when Phase 2 is added. The
63 Engineer's Report, budget and Methodology assumes the annexation of the additional property
64 as previously discussed. Mr. Chip Skinner asked that the property be referred to as the Town
65 Center property going forward, as it is referred to on the map, and not the Fuqua property.

66

67 **On MOTION by Mr. Riley Skinner and seconded by Mr. Jones with all in favor,**
68 **the Memorandum regarding the Engineer's Report, was accepted.**

69
70
71 **Ms. Corbett joined the meeting at 9:43 a.m.**

72
73 **FOURTH ORDER OF BUSINESS**

**Presentation/Consideration of Operations
and Maintenance Special Assessment
Methodology Report**

74
75
76
77 Mr. Wrathell presented the Operations and Maintenance Special Assessment
78 Methodology Report dated September 30, 2021 and the Appendix Tables and noted the
79 pertinent data in each section. He discussed the anticipated increase of the CDD's boundaries
80 to approximately 494 acres, the Development Program and the decision to calculate O&M
81 assessments on a net developable acre basis.

82 Mr. Wrathell stated, as discussed earlier in the Engineer's Report and assuming the
83 annexation of the Town Center property occurs as planned, the 13 parcels would comprise the
84 net developable acreage of approximately 248.42 acres. The administrative assessment would
85 be applied over 248.42 acres, while the O&M assessment would be allocated across the eight
86 parcels in the Phase 1 Development area of approximately 139 acres.

87 Mr. Wrathell discussed the Cost Share Agreement between Ryals Creek CDD and Boggy
88 Branch CDD for shared field operations costs and noted it was very specific. The Interlocal
89 Agreement included a map indicating which areas are subject to shared costs. Each CDD's
90 percentage of the cost share, the Interlocal Agreement, budget and accompanying Tables were
91 discussed. Mr. Wrathell noted line item name and other name corrections to be made in Table
92 1.

93 Discussion ensued regarding the Adopted Fiscal Year 2022 budget, O&M expenses and
94 the potential need to issue assessment credits following lot closings during the fiscal year. Mr.
95 Wrathell stated that Estoppel letters are generally produced for closings and O&M would
96 typically be prorated for the year.

97 Discussion ensued regarding where on-roll assessments would be reflected in the
98 budget.

99 Mr. Wrathell stated a column would be added to include the Property Appraiser and Tax
100 Collector Fees on a per acre basis.

101

102 **On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the**
103 **Operations and Maintenance Special Assessment Methodology Report, in**
104 **substantial form, was approved.**

105

106

- 107 **▪ Consideration of Resolution 2022-02, Relating to the Amendment of the Annual**
108 **Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022**
109 **This item, previously the Sixth Order of Business, was presented out of order.**

110 Mr. Wrathell presented the Amended Annual Budget for the Fiscal Year Beginning
111 October 1, 2021, and Ending September 30, 2022. Discussion ensued regarding the need for a
112 funding arrangement with the Master Developer and off-roll assessments for properties sold.

113 Ms. Buchanan suggested adopting the Amended Budget after the Assessment Hearing.

114 Discussion ensued regarding the anticipated sale of Parcels 9 and 10. Mr. Wrathell
115 stated Parcels 9 and 10 would be included in the budget with prorated off-roll assessments for
116 those parcels on the next version of the budget to be presented in November; this may be
117 adjusted accordingly. There were no questions regarding the proposed amended budget. This
118 item was deferred to the November meeting.

119

120 **FIFTH ORDER OF BUSINESS**

121

122

123

124

125

126

127

128 Mr. Wrathell stated the Mailed Notices regarding assessments would include the
129 Property Appraiser and Tax Collector fees.

130

Ms. Suit presented Resolution 2022-01 and read the title.

**Consideration of Resolution 2022-01,
Declaring Special Assessments to Fund the
Adopted Budgets Pursuant to Chapters
170, 190, and 197, Florida Statutes; Setting
Public Hearings; Addressing Publication;
Addressing Severability; and Providing an
Effective Date**

131 The Public Hearings would be held on November 16, 2021 and the November Regular
 132 Meeting would be rescheduled for the same date.

133

134 **On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor,**
 135 **Resolution 2022-01, Declaring Special Assessments to Fund the Adopted**
 136 **Budgets Pursuant to Chapters 170, 190, and 197, Florida Statutes; Setting**
 137 **Public Hearings for November 16, 2021 at 9:30 a.m., at the office of England-**
 138 **Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville,**
 139 **Florida 32258; Addressing Publication; Addressing Severability; and Providing**
 140 **an Effective Date, was adopted.**

141

142

143 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02,
 Relating to the Amendment of the Annual
 Budget for the Fiscal Year Beginning
 October 1, 2021, and Ending September
 30, 2022**

144

145

146

147

148

149 This item was presented following the Fourth Order of Business and was deferred to the
 150 November 16, 2021 meeting.

151

152 **SEVENTH ORDER OF BUSINESS**

**Update: Construction Draws (for
 informational purposes)**

153

154

155 This item was presented following the Eighth Order of Business.

156

157 **EIGHTH ORDER OF BUSINESS**

**Consideration of Boundary Amendment
 Funding Agreement Between Ryals Creek
 Community Development District and
 Sawmill Timber, LLC (Fuqua Property)**

158

159

160

161

162 Ms. Buchanan presented the redline version of the Seller’s Funding Agreement, which
 163 was distributed prior to the meeting. The Landowner requested that the CDD alter the Funding
 164 Agreement to eliminate the option that the CDD reimburse the Landowner from future bond
 165 proceeds because they wanted to provide potential purchasers with assurances that the CDD
 166 Board will not decide in the future to issue bonds that would then fund the improvements
 167 already underway with the Vallencourt contract and that are being funded by Construction

168 Funding Agreements with Sawmill Timber. This is not detrimental to the CDD in any way; it does
169 however limit the Landowner's options for being repaid in the sense that it removes one
170 potential funding source of repayment. She had no advice against the Amendment as it was
171 being done at the Landowner's request. The revisions remove references to the future issuance
172 of bonds and add waiver language such that the Landowner agrees not to request that the CDD
173 issue bonds to fund the project in the future. The next step would be for the Landowner to
174 review the language; they would work independently to ensure that the language is acceptable,
175 potentially consulting with their buyer at that time. Most other issues relating to the Purchase
176 and Sale Agreement between the Landowner and the Buyer would happen outside of the CDD's
177 attention. Approval of the Amendment in substantial form was requested and delegating
178 authority to the Chair to work with Staff to finalize this concept.

179 Mr. Chip Skinner stated a buyer expressed concern that they would be subject to
180 decisions by this Board, after construction is completed or during construction, to issue bonds
181 that would then require the buyer to be party to a CDD assessment to repay those bonds. The
182 reason that bonds would be issued would be so the Landowner, Sawmill Timber, could get
183 reimbursed for the cost of the road through the bond issuance; by removing the CDD's ability to
184 reimburse them through the issuance of bonds, the need to issue bonds would be nullified. The
185 Landowner may still be reimbursed through the sale of Transportation Regional Incentive
186 Program (TRIP) credits but this discussion was specifically about bond proceeds. While the
187 Agreement allowed for the issuance of bonds, the Board never planned to issue bonds. The
188 consensus was the redline revisions to the document were acceptable.

189

190

191

192

193

194

On MOTION by Mr. Riley Skinner and seconded by Mr. Davis Skinner, with all in favor, the Boundary Amendment Funding Agreement Between Ryals Creek Community Development District and Sawmill Timber, LLC, in substantial form, and authorizing the Chair to work with Staff to negotiate the form of Agreement to execute, were approved.

195

196

197

- **Update: Construction Draws (*for informational purposes*)**

198

This item, previously the Seventh Order of Business, was presented out of order.

199 Mr. Wrathell stated that Staff was recently informed that ICI's funding draw schedule
200 from the \$5.6 million Construction Draw Account was subject to a 35 to 65-day funding delay
201 for reimbursements. For instance, an invoice submitted on September 15th would not be
202 funded by ICI until November 5th, which creates a funding issue for Contractors. On a
203 subsequently scheduled call with the Chair, the District Engineer and District Counsel, it was
204 decided that, despite the Board's previous decision, due to cash flow issues the CDD would
205 initially draw from the \$6.4 million fund to pay Requisitions on a more immediate basis; draw
206 requests would then be submitted to ICI for reimbursement of all expenses except Engineering.

207 Mr. Chip Skinner discussed the original expectation that funding would be on a more
208 frequent basis and within 15 days of the request and expressed his opinion that this seemed to
209 be the best remedy. Ms. Buchanan stated, while the Funding Agreement between ICI and the
210 District governs the 15-day payment period, ICI decided they cannot meet that schedule. Mr.
211 Wrathell stated no action is necessary; this was for the Board's information. Mr. Chip Skinner
212 stated this would be a topic of discussion during a call with ICI later today.

213 Ms. Buchanan stated that funding requests totaling a large amount were submitted and
214 ICI confirmed they were on track to pay them on November 5, 2021. Ms. Suit reviewed the
215 amounts for Construction Draws One through Five. Mr. Chip Skinner stated the total was nearly
216 \$2 million. Mr. Wrathell stated the \$1.4 million Construction Draw was meant to reimburse the
217 account to provide liquidity. Mr. Chip Skinner believed the \$5.6 million account should be
218 exhausted before the \$6.4 million account.

219 Mr. Wrathell described the processes for Engineering related pay requests, Requisitions
220 and Funding Requests. He stated that Management would process the Funding Requests and
221 attach the Engineer's initial Requisition to draw funds from the \$6.4 million account.

222

223 **NINTH ORDER OF BUSINESS**

Update: Construction Account Activity

224

225 This item was discussed during the Seventh Order of Business.

226

227 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2021**

228

229

230 Mr. Wrathell presented the Unaudited Financial Statements as of August 31, 2021.

231

232 **On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor,**
233 **the Unaudited Financial Statements as of August 31, 2021, were accepted.**

234

235

236 **ELEVENTH ORDER OF BUSINESS**

**Approval of August 31, 2021 Public Hearing
and Regular Meeting Minutes**

237

238

239 Ms. Suit presented the August 31, 2021 Public Hearing and Regular Meeting Minutes.

240

241 **On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the**
242 **August 31, 2021 Public Hearing and Regular Meeting Minutes, as presented,**
243 **were approved.**

244

245

246 **TWELFTH ORDER OF BUSINESS**

Staff Reports

247

248 **A. District Counsel: *Hopping Green & Sams, P.A.***

249 There was nothing further to report.

250 **B. District Engineer: *England, Thims & Miller, Inc.***

251 Mr. Crews presented two Change Orders to be signed and approved:

252 ➤ Change Orders 5 and 6: There was no increase in dollars; there was only an increase in
253 construction time for the Phase 1A and 1B contracts. The new date for substantial completion
254 for Phase 1A, mostly due to material shortages, was March 5, 2022. The new date for
255 completion of Phase 1B was September 14, 2022.

256 ➤ Change Order 7: There were plan changes for Phases 1A and 1B, landscape and
257 irrigation changes, pond relocation and associated pipework was adjusted; there were changes
258 to the lift station that was originally approved. Everything removed was accounted for and
259 itemized. The total increase was \$553,591 and credits came to \$115,000. Plan changes in 1A
260 were \$13,465. Plan changes in 1B were a deduction of \$115,971. The lift station was \$656,097.
261 The total increase to the contract was \$553,591.27. Mr. Jason Ellis was included in several
262 roundtable meetings held to verify that everything was correct; Change Order 7 does not
263 include earthwork changes, which would be submitted on a separate Change Order. There was

264 a need to review the removal of the pond, which resulted in a reduction in the amount of fill;
265 less of a credit would be granted. That Change Order would be presented at the next meeting.

266 Mr. Chip Skinner asked if the unit cost being added is the same unit cost that was
267 credited. Mr. Crews replied affirmatively. Mr. Chip Skinner asked what the note under the line
268 “contract time to be extended 90 days” referred to. Mr. Crews stated he believed the 90 days
269 were built into the dates noted and thought the verbiage was included in error. He would ask
270 Vallencourt to ask for the verbiage to be corrected before execution.

271 Discussion ensued regarding the project, factors related to timing, the scheduling and
272 the enforceability of force majeure clauses.

273 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 274 • **NEXT MEETING DATE: November 2, 2021 at 9:30 a.m.**

- 275 ○ **QUORUM CHECK**

276 Ms. Suit stated the Landowners’ Election would be held on November 2, 2021; if a proxy
277 is provided, she or Mr. Wrathell could attend on behalf of the Landowner. The Regular Meeting
278 scheduled for November 2, 2021 was being rescheduled to November 16, 2021 and would
279 include the Public Hearing and the Budget Amendment.

280

281 **THIRTEENTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

282

283 There were no Board Members’ comments or requests.

284

285 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

286

287 No members of the public spoke.

288

289 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

290

291 There being nothing further to discuss, the meeting adjourned.

292

293 **On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the**
294 **meeting adjourned at 10:42 a.m.**

295
296
297
298
299
300

Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

12AI

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

newspaper’s website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district’s board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of “general circulation” authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District’s Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~“General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week.~~ Each Notice shall state, as applicable:

* * *

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

12A11

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

12AIII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

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

four (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 four (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.

34. 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.
45. 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).
56. 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.
67. 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.

X. Late Payment Interest Charges

* * *

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.

RESOLUTION 2021- [REDACTED]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE [REDACTED] 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 [REDACTED] 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 [REDACTED], 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 [REDACTED] 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 ___ day of _____, 2021.

ATTEST:

[REDACTED]
COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A



COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

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

_____, 2021

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 [redacted] 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 [REDACTED], email [REDACTED]).

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

[Redacted] Community Development District
[Redacted]
[Redacted]
[Redacted]

2. Email Address

[Redacted]

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.).

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

12AIV

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

12C

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2021	Regular Meeting	9:30 AM
November 2, 2021	Landowners' Meeting	9:30 AM
November 2, 2021 CANCELED	Regular Meeting	<i>immediately following Landowners' Meeting</i>
November 16, 2021	Public Hearing and Regular Meeting	9:30 AM
December 7, 2021	Regular Meeting	9:30 AM
January 4, 2022	Regular Meeting	9:30 AM
February 1, 2022	Regular Meeting	9:30 AM
March 1, 2022	Regular Meeting	9:30 AM
April 5, 2022	Regular Meeting	9:30 AM
May 3, 2022	Regular Meeting	9:30 AM
June 7, 2022	Regular Meeting	9:30 AM
July 5, 2022	Regular Meeting	9:30 AM
August 2, 2022	Public Hearing & Regular Meeting	9:30 AM
September 6, 2022	Regular Meeting	9:30 AM