RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

May 3, 2022

BOARD OF SUPERVISORS 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

April 26, 2022

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 Regular Meeting on May 3, 2022 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. Ratification of Interlocal Agreement by and Among Duval County Property Appraiser, Duval County Tax Collector, and Ryals Creek Community Development District for Uniform Collection and Enforcement of Non-Ad Valorem Assessment

4. Consideration of Work Authorization No. 3 for Storm Water Need Analysis (20 years)

5. Consideration of Mobility Fee Credit Agreement/Resolution

6. Consideration of Resolution 2022-08, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

7. Consideration of Proposals for Landscape Maintenance and Stormwater Maintenance

8. Update: Status of Addition of Village Center to the CDD

9. Consideration of Resolution 2022-09, Designating Ernesto Torres as Assistant Secretary of the District, and Providing for an Effective Date

10. Update: Construction Account Activity

11. Acceptance of Unaudited Financial Statements as of March 31, 2022

12. Approval of February 1, 2022 Public Hearing and Regular Meeting Minutes

13. Staff Reports

    A. District Counsel: *Kutak Rock, LLP*

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

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

    - NEXT MEETING DATE: June 7, 2022 at 9:30 AM

        - QUORUM CHECK

J MALCOM JONES, III	☐ IN PERSON	☐ PHONE	☐ NO
RILEY SKINNER	☐ IN PERSON	☐ PHONE	☐ NO
CHIP SKINNER	☐ IN PERSON	☐ PHONE	☐ NO
DAVIS SKINNER	☐ IN PERSON	☐ PHONE	☐ NO
CHRIS EYRICK	☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests

15. Public Comments

16. 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 Ernesto Torres at (904) 295-5714.

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 413 553 5047

Sincerely,

Craig Wrathell
District Manager

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

3

Prepared by and return recorded original to:
Kealey West, Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

INTERLOCAL AGREEMENT BY AND AMONG DUVAL COUNTY PROPERTY APPRAISER, DUVAL COUNTY TAX COLLECTOR, AND RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT FOR UNIFORM COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into on this 7th day of March, 2022, by and among the Duval County Property Appraiser, whose principal office is located at 231 E. Forsyth Street, Suite 270, Jacksonville, Florida 32202 (the "Property Appraiser"); the Duval County Tax Collector, whose principal office is located at 231 E. Forsyth Street, Suite 100, Jacksonville, Florida 32202 (the "Tax Collector"); and the Ryals Creek Community Development District, a local unit of special-purpose government established in accordance with Chapter 190, Florida Statutes and Chapter 92, Jacksonville Ordinance Code, whose principal address is 2300 Glades Road, Suite 410 W, Boca Raton, Florida 33431(the "District").

WITNESSETH:

WHEREAS, Chapter 190, Florida Statutes, authorizes the establishment of community development districts, which are local units of special-purpose government; and Chapter 190 further provides for the powers of community development districts including, among other things, the power to determine, order, levy, impose, collect, and enforce special assessments; and

WHEREAS, the District was established by City of Jacksonville Ordinance 2019-490-E; and

WHEREAS, pursuant to Sections 189.4065 and 190.011, Florida Statutes, the District may provide for the collection and enforcement of non-ad valorem assessments in accordance with Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18, Florida Administrative Code; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, those community development districts that elect to use the uniform method of collecting non-ad valorem assessments are both authorized and required to enter into an agreement with the Property Appraiser and Tax Collector for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector in the levy, collection and enforcement of non-ad valorem assessments; and

WHEREAS, the District, in accordance with the requirements of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, adopted Resolution No. 2022-07 on February 1, 2022, expressing its intent to use the uniform method of levy, collection and enforcement; furthermore, the District agrees to perform all statutory requirements, and other applicable laws, rules and regulations, for utilizing the uniform method of levying and collecting non-ad valorem assessments; and

WHEREAS, Section 92.21, Jacksonville Ordinance Code, authorizes the Property Appraiser and Tax Collector to execute a contract in the form approved by the Office of General Counsel; and

WHEREAS, the Property Appraiser, the Tax Collector and the District now desire to set forth this Agreement regarding the preparation and submission of the District non-ad valorem assessment roll and the uniform collection and enforcement thereof;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the sufficiency of the sums, covenants and other valuable consideration being hereby acknowledged by the parties, the absence of any of which this Agreement would not be executed, the Property Appraiser, the Tax Collector and the District agree as follows:

1. **Term.** The term of this Agreement shall commence upon execution, to be effective for the 2022 tax year, and, thereafter, to continue from year to year, for one-year periods, until any party provides thirty (30) days notice, in accordance with this Agreement, in writing to the other parties of its intent to terminate for future tax years, or until the District provides notice of its intent to discontinue using the uniform method of collecting the Assessment.

2. **Duties and Responsibilities of the District, the Property Appraiser and the Tax Collector.**

2.1 The District, by January 10 of the first year that the special assessment is to be collected, shall provide to the Property Appraiser and the Tax Collector by United States mail a copy of the District's resolution adopting the uniform method of collecting its non-ad valorem assessment (the "Assessment"), unless the parties agree to an extension of time in accordance with section 197.3632(3)(a), Florida Statutes. If the District intends to discontinue using the uniform method of collecting the Assessment in any subsequent tax year, the District shall notify the Property Appraiser, the Tax Collector, and the Department of Revenue in writing by January 10 of any subsequent year, in accordance with Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code.

2.2 The District, by January 1, shall provide to the Property Appraiser the legal description of the District's boundaries on which the Assessment is to be levied for that tax year, unless the parties agree to an extension of time in accordance with section 197.3632(3)(a), Florida Statutes. The District shall also identify those land areas within the District's geographical boundaries that are to be excluded from the Assessment based upon government ownership or other exemption.

2.3 The Property Appraiser, by June 1, shall provide to the District the names and addresses of the owners of all parcels within the District's boundaries, a brief legal description of the property, and the real estate or property identification number, using the uniform method pursuant to Section 197.3632(3)(b), Florida Statutes. The Property Appraiser is not required to provide any information that is not on the ad valorem roll submitted by the Property Appraiser to the Department of Revenue each year. If the District determines that the information supplied by the Property Appraiser is insufficient for the District's purposes, the District shall obtain additional information from any other source, at no expense to the Property Appraiser or the Tax Collector. The Property Appraiser is not responsible for incorporating any additional information into its assessment roll certified to the Tax Collector.

2.4 The District, by August 1, shall provide to the Property Appraiser, on a compatible electronic medium approved by the Property Appraiser, the official per-unit or per-parcel Assessment as adopted by the District. If the District is levying more than one Assessment per unit or parcel, the District must provide the Property Appraisal with one total amount per unit or parcel. The Property Appraiser is only responsible for certifying to the Tax Collector one total Assessment amount per unit or parcel located within the District.

2.5 The Property Appraiser, by October 30, shall prepare an assessment roll containing the District's Assessment and certify same to the Tax Collector.

2.6 The Tax Collector shall collect the Assessment in accordance with Sections 197.3632 and 197.3635, Florida Statutes.

3. **District's Payment for Administrative Costs.**

3.1 The District shall pay the Tax Collector two percent (2%) of the total Assessment collected for the Tax Collector's administrative costs and shall pay such additional amounts as may be authorized by statute, which shall be withheld from the Assessment collected by the Tax Collector prior to distribution to the District.

3.2 The District shall pay the Property Appraiser one and one-half percent (1.5%) of the total Assessment collected by the Tax Collector for the Property Appraiser's administrative costs and shall pay such additional amounts as may be authorized by statute, which shall be withheld from the Assessment collected by the Tax Collector prior to distribution to the District.

3.3 If the Assessment can not be merged into a combined notice for ad valorem taxes and non-ad valorem assessments, as provided in Section 197.3632(7), the District shall be liable for all costs associated with separate notice, which costs shall be in addition to those payments to the Tax Collector and the Property Appraiser for administrative costs, as set forth above. The District shall reimburse the Tax Collector within ten (10) days of receipt of invoices for additional costs of separate notice or the

Tax Collector may withhold same from the Assessments collected prior to distribution to the District and provide the District with documentation of additional costs. Alternatively, the Tax Collector may direct the District to mail the separate notices. The District shall also be liable for all costs associated with any errors or omissions by the District that necessitate a correction to the roll.

3.4 If the District does not notify the Property Appraiser and the Tax Collector by January 10 of its intent to discontinue the uniform method of collecting the Assessment, the District shall pay the Property Appraiser and the Tax Collector for the cost of administration, up to the time of notification and termination of this Agreement, an amount as determined by the Property Appraiser and Tax Collector, but no greater than the amounts paid by the District to the Property Appraiser and the Tax Collector for the prior tax year.

4. **Notice.** Whenever written notice is required pursuant to this Agreement, such notice shall be in writing; delivered by one of the following methods: (1) in person with receipt confirmation, (2) by certified United States Mail, return receipt requested, or (3) by recognized courier service with receipt confirmation; and delivered to the following:

Property Appraiser:	Jerry Holland Duval County Property Appraiser 231 E. Forsyth Street, Suite 270 Jacksonville, FL 32202
Tax Collector:	Jim Overton Duval County Tax Collector 231 E. Forsyth Street, Suite 100 Jacksonville, FL 32202
District:	Mike Hoyos 2300 Glades Road, Suite 410 W Boca Raton, Florida 33431

Notice shall be effective when received at an address as specified above. Changes in the respective addresses to which such notice is directed may be made by written notice.

5. **Indemnification**. To the extent allowed by law, the District shall indemnify, defend and hold harmless the Property Appraiser and the Tax Collector and their respective officers, employees, and agents from claims, demands, suits, actions, costs and expenses on account of injury or damage to person or property arising out of the negligent acts or omissions of the District and its directors, officers, employees and agents in connection with or resulting from the performance or attempted performance of its duties and responsibilities under this Agreement. This indemnification is subject to and governed by the provisions and limitations of Section 768.28, Florida Statutes and shall not be considered a further waiver of the limited waiver of sovereign immunity contained therein.

6. **Entire Agreement and Amendment**. This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action, or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. No change, amendment, waiver or discharge to this Agreement, or any of the terms, provisions and conditions hereof, shall be valid and binding unless in writing and signed by an authorized officer or representative of the parties against whom such change, amendment, waiver or discharge is sought to be enforced.

7. **Preparation of Agreement.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement; therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

8. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement will be exclusively in the federal and state courts sitting in Duval County, Florida, having jurisdiction.

9. **Severability.** In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable laws. The remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, the provisions of this section will not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

10. **Nonwaiver.** Failure by a party at any time to require strict performance by another party of any provisions hereof does not release that party from its obligations under the Agreement and does not affect the right of a party, thereafter, to enforce the same.

11. **Force Majeure.** "Force Majeure" means any event beyond the control of a party which results in the failure of some performance under this Agreement including, but not limited to: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage or strike. No party shall be considered to be in breach in respect of any obligation hereunder (other than the obligation to pay amounts due to another party under or pursuant to this Agreement) to the extent such failure of performance shall be due to a Force Majeure event. The party affected by a Force Majeure event shall give written notice to the other parties, within five (5) days of the commencement of non-performance due to a Force Majeure event, identifying the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.

12. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of and shall be binding upon the Property Appraiser, the Tax Collector, and the District, and no right, privilege, claim or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party.

13. **Incorporation of Recitals.** The recitals set forth above and all applicable laws, rules and regulations are incorporated into and constitute a part of this Agreement.

14. **Section Headings.** Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed as interpretation of text.

15. **Execution In Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, constitutes an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers, duly authorized, as of the day and year first written above.

RYALS CREEK
COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Its: District Manager

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of March, 2022, by Craig Wrathell a duly authorized officer of and on behalf of RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT, who is ☑ personally known to me or ☐ produced as identification _____.

Daphne Gillyard
Notary Public
Print Name: Daphne Gillyard
My Commission Expires: 8/20/2023

DAPHNE GILLYARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327647
Expires 8/20/2023

DUVAL COUNTY
PROPERTY APPRAISER

Jerry Holland
Property Appraiser

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 7th day of March, 2022, by Jerry Holland, Duval County Property Appraiser, who is personally known to me.

Yadira M. Botero
(Print name) YADIRA M. BOTERO
Notary Public, State of Florida at Large

YADIRA M. BOTERO
MY COMMISSION # HH 113916
EXPIRES: August 5, 2025
Bonded Thru Notary Public Underwriters

DUVAL COUNTY TAX COLLECTOR

Jim Overton
Tax Collector

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of March, 2022, by Jim Overton, Duval County Tax Collector, who is personally known to me.

Rebecca Adams
(Print name) Rebecca Adams
Notary Public, State of Florida at Large

REBECCA ADAMS
Notary Public, State of Florida
My Comm. Expires 10/02/2023
Commission No. GG359448

Form Approved

Tiffany Pinkstaff
Office of General Counsel

GC-#1467490-v1-Ryals_Creek_CDD__Interlocal_Agreement_.doc

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

4

ETM
VISION • EXPERIENCE • RESULTS

www.etminc.com
tel 904-642-8990 • fax 904-646-9485
14775 Old St. Augustine Road • Jacksonville, Florida 32258

March 30, 2022

WORK AUTHORIZATION NO. 3
RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

CONTINUING SERVICES

Scope of Work for the following:

State Mandated – Storm Water Need Analysis (20 years) ETM No. Job Number 19-115-06003

England-Thims & Miller, Inc. shall prepare a 20-year stormwater needs analysis for the Ryals Creek CDD to be completed by June 30, 2022. It is our understanding that the stormwater needs analysis is a requirement of the passage of House Bill 53, Section 403.9302, Florida Statutes. Since this a new requirement and will require coordinating our efforts with the District Manager to provide the analysis, we are proposing to perform this work on an hourly basis with an estimated budget. We have attached a template with our comments showing the responsibilities of the District Engineer and the District Manager.

FEE.....HOURLY

(BUDGET ESTIMATE: $10,000.00)

Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Re: State Mandated – Storm Water Need Analysis (20 years)

ITEMS NOT INCLUDED

1. Waste Water Needs Analysis
2. NPDES Permitting / Analysis
3. MS4 Permitting Analysis
4. Geotechnical Investigations
5. Soil Boring / Analysis
6. Groundwater Modeling / testing
7. Environmental Investigation
8. Wetland drawdown analysis
9. Wetland mitigation / Design / Permitting
10. Irrigation or Irrigation supply design
11. Electrical, Phone, Gas, Design / Permitting
12. Lighting design / Street / Parking / etc.
13. FEMA Floodplain / Model / Analysis / Permitting
14. Overhead Power line adjustments
15. Offsite drainage study
16. Hardscape/ Design / Permitting
17. Comprehensive plan
18. Fire Hydrant Testing
19. ADA Compliance
20. As-built Surveying
21. Surveying (Topo, Bound., Route, Tree, Rw)
22. Const. Stakeout / Locates / Verification
23. Utility Locations / Analysis / Design / Soft digs
24. ACOE Permitting
25. Signage Design / Permitting
26. Unified Sign Plan Design / Compliance
27. Community Development District Issues (CDD)
28. Homeowners Association issues
29. NDPES permit compliance
30. Life Safety /Code compliance
31. Project Wide code compliance
32. OSHA or other safety issues
33. Administrative Hearing
34. Utility Locations / Analysis / Design / Soft digs
35. Consumptive Use Permitting (CUP)
36. Historical / Archeological Issues
37. Endangered species
38. Traffic study
39. Pool Grading and Drainage (by others)
40. Application / Permit Fees
41. Retaining wall or Structural design
42. Separate clearing / grading permit
43. Streetscape Design (specialty paving)
44. Offsite Entrance Road to Gate House (by BBX)

ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2022

CEO/CSO	$375.00/Hr.
President	$330.00/Hr.
Executive Vice President	$320.00/Hr.
Vice President	$257.00/Hr.
Senior Engineer/ Senior Project Manager	$205.00/Hr.
Project Manager	$190.00/Hr.
Director	$175.00/Hr.
Engineer	$165.00/Hr.
Assistant Project Manager	$155.00/Hr.
Senior Planner /Planning Manager	$190.00/Hr.
Planner	$155.00/Hr.
CEI Project Manager	$175.00/Hr.
CEI Senior Inspector	$155.00/Hr.
CEI Inspector	$125.00/Hr.
Senior Landscape Architect	$175.00/Hr.
Landscape Architect	$160.00/Hr.
Senior Technician	$155.00/Hr.
GIS Developer / Senior Analyst	$170.00/Hr.
GIS Analyst	$140.00/Hr.
Senior Engineering Designer / Senior LA Designer	$160.00/Hr.
Engineering Intern	$140.00/Hr.
Engineering/Landscape Designer	$140.00/Hr.
CADD/GIS Technician	$125.00/Hr.
Administrative Support	$90.00/Hr.

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (S) percent per year.

INSURANCE – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of $1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of $50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of $500,000 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

COST OPINIONS - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

SALES TAX - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

SAFETY - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

ASSIGNABILITY - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other part.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSES OF ACTION - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

Re: State Mandated – Storm Water Need Analysis (20 years)

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

England-Thims & Miller, Inc.

K.T. Peter Ma, P.E.
Executive Vice President/Shareholder

Jason Crews
Project Manager

KTPM/JC/akj

Accepted this _____ day

of _____ , 2022

By: _____

For: _____

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Ryals Creek Community Development District (**"District"**) prior to June 15, 2022, a proposed budget (**"Proposed Budget"**) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (**"Fiscal Year 2022/2023"**); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 2, 2022

HOUR: 9:30 A.M.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Jacksonville at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.

ATTEST:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS

Description	Page Number(s)
General Fund Budget	1
Costs/Assessment per unit	2
Definitions of General Fund Expenditures	3 - 4

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023

	Fiscal Year 2022				
	Amended Budget FY 2022	Actual through 3/31/2022	Projected Through 9/30/2022	Total Actual & Projected	Proposed Budget FY 2023
REVENUES					
Assessment levy: gross	$ -				$ 21,024
Allowable discounts (4%)	-				(841)
Assessment levy: net	-				20,183
Landowner contributions	134,570	$ 61,314	$ 89,443	$ 150,757	-
Off-roll assessments (Parcels 9&10)	19,448	18,706	-	18,706	-
Off-roll assessments	-	-	-	-	134,571
Interlocal - Boggy Branch CDD	18,099	-	18,099	18,099	18,099
Total revenues	172,117	80,020	107,542	187,562	172,853
EXPENDITURES					
Professional & administration					
Supervisors	7,536	3,015	4,306	7,321	7,536
District engineer	10,000	3,488	6,512	10,000	10,000
District counsel	25,000	6,209	18,791	25,000	25,000
District management	36,000	18,000	18,000	36,000	36,000
Printing & binding	500	250	250	500	500
Legal advertising	1,500	2,688	1,000	3,688	1,500
Postage	500	73	427	500	500
O&M methodology	-	3,500	-	3,500	-
Audit	3,575	-	3,575	3,575	3,575
Insurance - GL, POL	5,500	5,175	-	5,175	5,500
Miscellaneous- bank charges	500	-	500	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	195	305	500	500
Tax collector	-	-	-	-	736
Total professional & admin expenditures	92,201	43,683	53,666	97,349	92,937
Field operations - Shared[2]					
Field management	2,000	-	2,000	2,000	2,000
Stormwater management	5,334	11,012	-	11,012	5,334
Effluent supply	18,782	-	18,782	18,782	18,782
Landscape					
Maintenance contract	44,800	-	44,800	44,800	44,800
Plant replacement	2,500	-	2,500	2,500	2,500
Irrigation repairs	1,500	-	1,500	1,500	1,500
Roadway maintenance	5,000	-	5,000	5,000	5,000
Total field operations	79,916	11,012	72,582	83,594	79,916
Total expenditures	172,117	54,695	126,248	180,943	172,853
Excess/(deficiency) of revenues over/(under) expenditures	-	25,325	(18,706)	6,619	-
Fund balances - beginning	-	(6,619)	18,706	(6,619)	-
Committed					
Working capital	-	-	-	-	-
Unassigned	-	18,706	-	-	-
Fund Balances - ending	$ -	$ 18,706	$ -	$ -	$ -

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

[2]These 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 2023

Derivation of Assessment per Unit (Developable Acre)

Expenditure Category	Amount	# of Units (Developable Acres)	Assessment Amt per Unit (Developable Acre)	
Professional & administration	$ 92,201	248.42	$ 371.15	Future phase(s) cost/acre
Field operations - Ryals only	-	139.69	-	
Field operations - Shared (Ryals' Portion)	61,817	139.69	442.53	
	154,018		$ 813.68	Phase 1 cost/acre
Field operations - Shared (Boggy's' Portion)	18,099			
Total Expenditures	$ 172,117			
Parcels 1-4		52.69	$ 813.68	Off-roll
Parcels 5-8		108.73	371.15	Off-roll
Parcels 9&10		23.9	879.65	On-roll
Parcel 12&Town Center		63.1	813.68	Off-roll
Total		248.42		

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Professional & administration

Supervisors	$ 7,536
Statutorily set at $200 per Supervisor for each meeting of the Board of Supervisors not to exceed $4,800 for each fiscal year.	
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.	
Tax collector	736
Total professional & admin expenditures	92,937

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

Field operations - Shared [2]	
Field management	2,000
Part-time management firm managing District common elements.	
Stormwater management	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	44,800
All inclusive; fertilizer/chemical, irrigation checks, mulch/tree trim once etc. assumes 5,600 linear feet and 20' wide ROW at .40¢ 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	85,250
Total expenditures	$ 178,187

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7

SUN STATE NURSERY & LANDSCAPING, INC.

Phase 1B:

SUMMARY OF SERVICES TO BE PROVIDED:

B. **Mowing:** Weekly, April 1 through October 30
Bi-weekly or as needed November 1 through March 31
42 Service visits per year based on growth and seasonal conditions

B. **Edging:** To concur with mowing cycle: Hard surfaces -Bi-weekly, soft edges-biweekly

K. **Weeding**: Every service

L. **Trash Clean-up**: Every service

M. **Turf Applications**: **INCLUDED**
Fertilization: If included, up to five times a year as described in the specifications.
Spraying: if included, on an as needed basis as per the specifications.

N. **Mulching:** Not Included

O. **Trimming & Pruning**: Included

H. **Irrigation Inspection:** Included

I. **Annuals**: Included

J. **Additional Service: Mulching with 3,864 bales of Pinestraw at a cost of $27,048**

COMPENSATION FOR SERVICES: $76,500.00 Annually, $6,375 per month

Pond Mowing:

A. Mow two ponds totaling 15 acres, 9 times a year @ $8,700 per cut or $78,300 Year
Ponds will have to be cut with a track machine(owner to determine number of cuts desired)

- Please note that we will extend our warranty as long as we maintain the property

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-0822 • Fax (904) 260-0833

SUN STATE NURSERY & LANDSCAPING, INC.

Proposal

Ryals Creek CDD

Re: Stillwood Pines

March 29, 2022

Phase 1A:

SUMMARY OF SERVICES TO BE PROVIDED:

A. **Mowing:** Weekly, April 1 through October 30
Bi-weekly or as needed November 1 through March 31
42 Service visits per year based on growth and seasonal conditions

B. **Edging:** To concur with mowing cycle: Hard surfaces -Bi-weekly, soft edges-biweekly

C. **Weeding**: Every service

D. **Trash Clean-up**: Every service

E. **Turf Applications**: **INCLUDED**
Fertilization: If included, up to five times a year as described in the specifications.
Spraying: if included, on an as needed basis as per the specifications.

F. **Mulching:** Not Included

G. **Trimming & Pruning**: Included

H. **Irrigation Inspection:** Included

I. **Annuals:** N/A

J. **Additional Service: Mulching with 2,700 bales of Pinestraw at a cost of $18,900**

COMPENSATION FOR SERVICES: $72,138.00 Annually, $6,011.50 per month

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-0822 • Fax (904) 260-0833

CONTRACT AND SPECIFICATIONS
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE
BY
SUN STATE NURSERY & LANDSCAPING, INC.

This Agreement is made and entered into this April 1rst, 2022, by and between the following parties:

Sun State Nursery and Landscaping, Inc and Ryals Creek CDD For Stillwood Pines Phase 1A and 1B and 2 ponds

1. **GENERAL INTRODUCTION**: It is the intent of these specifications to establish requirements and guidelines for the general purpose of providing landscape services for the above referenced site. Upon the execution of this agreement the Contractor agrees to furnish the services described herein and shall not deviate from any of the prescribed requirements listed without approval from Owner.

2. **CONTRACTOR REQUIREMENTS**: The Contractor shall supply qualified and experienced personnel to perform all work consistent with sound horticultural practice.

   All equipment, tool, labor, chemicals, and vehicles used while performing this contract shall be supplied by and be the full responsibility of the Contractor.

   The Contractor shall not be liable for any damages caused by Acts of God, Freezes, Hurricanes, Vandalism, or any other instances which are beyond the Contractor's reasonable control.

   It shall be the Contractor's responsibility to thoroughly inspect and familiarize himself with the existing site conditions and to make the Owner aware of any existing deficiencies prior to assuming maintenance of the property. Should the Owner decide not to remedy the deficiencies when notified the Contractor shall not be held responsible for subsequent damages.

3. **SERVICE CONTRACT PERIOD AND RENEWAL**: The Contract will commence on T.B.D. The term of this landscape service contract shall be for two (2) years with a renewal option of one year, upon mutual agreement of both parties.

   Contract includes the option for either party to terminate an any time given a certified written 30-day notice.

4. **PROJECT BOUNDARIES:** The project boundaries shall encompass all areas landscaped under the landscape installation contract. A project Map is included with this Contract.

5. **MOWING**: All lawn areas shall be mowed once a week (every seven days) during the growing season, herein defined as April 1 through October 30th. During the remainder of the year mowing shall be completed at a minimum to maintain an even, finished appearance. All turf shall be mowed at its recommended height, typically between 2 to 5 inches depending on the species. The number of mowing visits will be 38 – 42 times per year based on the growth and seasonal conditions.

6. **EDGING:** Edging shall be done on a regular basis to coincide with the mowing schedule. All perimeter lawn areas including sidewalks, walkways, parking lots, curbing, landscape beds, where turf similar types of areas shall be edged with a mechanical edger.

Building edges, light posts, fences, and other similar areas inaccessible by mechanical edger's shall be edged with a "string" mechanical edger to maintain a neat and trimmed appearance. To prevent injury to trees this type of edger shall not be used to edge tree rings.

All plant beds, tree rings and annual beds shall be kept clean and well defined to prevent encroachment by lawn areas.

All sidewalk expansion joints, curbs, and pavement edges shall be kept free of weeds by spraying of approved EPA listed herbicide.

7. **WEEDING:** Weeding of all landscaped areas shall be done on a routine basis coinciding with the service schedule, to maintain a neat and orderly appearance.

   Weeds shall be removed to maintain a healthy and neat environment for the plant material. Weed removal may be done manually or using post and pre-emergent chemicals.

8. **TRIMMING**: Ornamental shrubbery shall be neatly trimmed on as as-needed basis to maintain a natural, well-groomed appearance while allowing the shrubs to reach mature and intended size. Great care shall be taken when trimming the plant material to understand and preserve the original design intent.

9. **PRUNING**: Plant pruning, shearing, and trimming shall be accomplished under the supervision of an experienced specialist to assure this function is in accordance with recommended horticultural. practices for properly allowing budding, blooming and growth habit to occur.

   Frequency of pruning shall occur within the requirements of individual beds, species, or individual growth patterns. Inspection for pruning needs shall be noted upon each site visit for planning of a pruning schedule. Selective pruning shall be performed on all ornamental trees and plants to maintain the natural habit of the plant and insure health and vigor.

   Trees will be maintained to a height up to ten feet (10') above roadways and up to eight to ten feet (8 – 10') above pedestrian areas and walkways, such as sidewalks. Any tree trimming above these heights or when overhanging buildings will be a separate cost. Structural pruning or thinning will also be a separate cost.

10. **FERTILIZATION**: A soils analysis may be made to determine the fertilizer and soil amendment requirements for each individual species including turf.

    Turf areas shall be fertilized up to five times a year using a fertilization formula adjusted for season and turf requirements. Fertilization shall maintain all turf areas in vigorous growing condition and exhibiting good color during the growing season. Turf areas shall be kept free of weeds using Pre and Post emergent herbicides.

    All plants, shrubs, groundcover, and trees shall be fertilized two to three (2 – 3) times per year with a fertilization formula adjusted for the season and growth conditions of the year. The fertilizer shall contain minor elements.

    Feeding of all trees shall be accomplished by either the use of tree specific fertilizer or by application of organic fertilizer at the rate of one pound per caliper inch. Fertilization of annual beds shall be as often as needed to maintain a good bloom and color to minimize replacements.

11. **INSECT DISEASE AND CONTROL**: The Contractor shall be responsible for the treatment of insects and diseases affecting all turf, plants, groundcover, and trees within the project boundaries.

Appropriate insecticides and fungicides shall be used in accordance with Local, State and Federal regulations.

Applications shall be made on an as needed basis. Care shall be taken to spray only when weather conditions are favorable. Contractor will use only EPA approved insecticides and fungicides. Material Safety Data Sheets can be made available for any material being sprayed per OSHA regulations.

A spraying program shall be developed to minimize infestations by insects. The program shall utilize integrated pest management practices.

12. **REMOVAL OF DEBRIS AND CLEAN-UP**: All turf and landscape beds shall be policed for litter and debris on each visit prior to mowing operations.

    The Contractor shall incorporate litter pick-up in the normal course of carrying out landscape functions to maintain a neat and orderly appearance.

    All sidewalks and curbs should be blown-off following mowing, edging, trimming or other landscape duties to maintain a neat and orderly appearance.

    Removing stakes and other support structures for trees that are already in the ground is not included.

13. **IRRIGATION INSPECTION**:

    Any damage to the irrigation system caused by the Contractor's maintenance crews shall be repaired at his cost. Any repairs which are not the responsibility of the Contractor shall be brought to the attention of the District. Prior to repair, an estimate of the cost shall be given to the District for approval.

    Monthly Inspections of system components will be reported to the District at their request. Incidental minor repairs, and adjustments to system are included in this contract.

14. **HORTICULTURAL INSPECTION**: The Contractor shall have on staff a certified horticultural professional to oversee the general landscape program.

    A monthly report detailing the month's activities and an evaluation of the property noting any problems which need to be rectified can be given to the District for their review.

15. **STATEMENT OF ETHICS**: The Contractor and District agree that the execution and content of this Contract will be subject to ethical standards including, but not limited to the following:

    Contractor and District shall neither recruit nor hire personnel in the employ of either party during the term of this contract nor for a period of one year after the termination of this contract. Owner and District will not divulge the details of this agreement or any details of the business operations of either party to any outside source. It is understood that interaction between employees of Owner and District shall be conducted in a professional and pleasant manner whenever they occur.

16. **SUMMARY OF SERVICES TO BE PROVIDED:**

A. **Mowing:** Weekly, April 1 through October 30
Bi-weekly or as needed November 1 through March 31
38 - 42 Service visits per year based on growth and seasonal conditions

B. **Edging:** To concur with mowing cycle: Hard surfaces -Bi-weekly, soft edges-biweekly

C. **Weeding**: Every service

D. **Trash Clean-up**: Every service

E. **Turf Applications**: **INCLUDED**
Fertilization: If included, up to five times a year as described in the specifications.
Spraying: if included, on an as needed basis as per the specifications.

F. **Mulching:** Not Included

G. **Trimming & Pruning**: Included

I. **Irrigation Inspection:** Included

J. **Annual replacement:** Included

K. **Palm Tree Pruning**: Not Included
L. **Additional Service: Mulching with 6,564 bales of Pinestraw at a cost of $45,948**

17. **COMPENSATION FOR SERVICES:** $148,638.00 Annually, $12,386.00 per month
Mowing of two ponds(15) Acres mowed 9 times per year @ $8,700 per cut or $78,300 annually
(owner to determine frequency of moving)

See Attached Summary Schedule for Property Details
See Attached Map for a depiction of all Properties to be Maintained

Payment shall be paid for services rendered as described in the specifications. Payment is due in full within 30 days of billing. Interest will be charged at 18% or the maximum allowed by law which ever is greater for overdue bills. Service may be discontinued, and the contract canceled if overdue bills are not paid within 30 days.

As the assigned representative for the District Property Owner, I hereby, enter into contract for the above-described services as stated in the specifications with Sun State Nursery & Landscaping, Inc. and hereby agree to pay the sum of $ 148,638.00 per year as presented in Section 17 for compensation of services, and agree to the terms as outlined in section 17 with respect to services provided.

Contractor:

Sun State Nursery & Landscaping, Inc.
9362 Phillips Hwy.
Jacksonville, Florida 32256

_____
Paul J. Kassab, President

Date: 3/30/2022

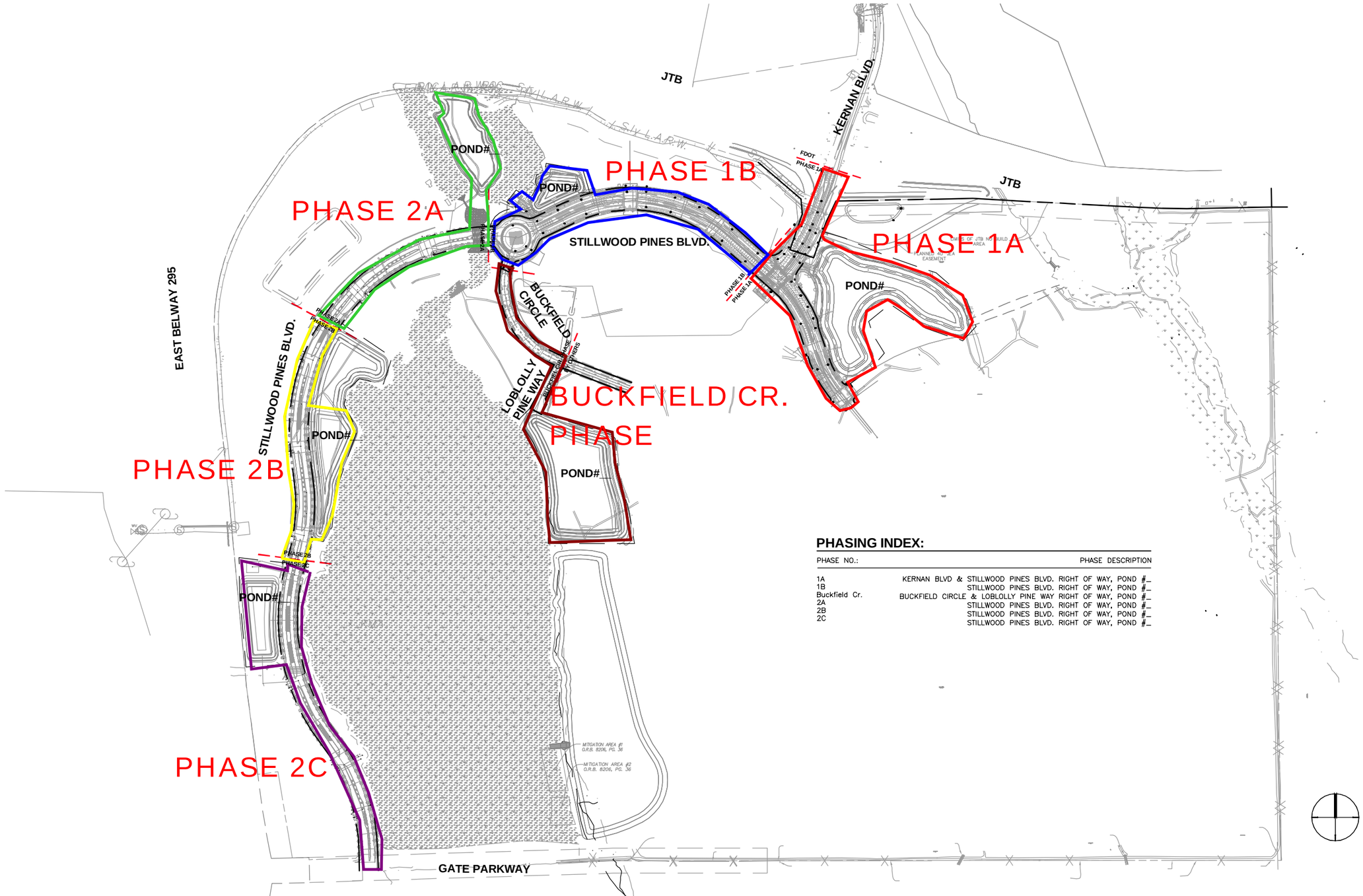
_____
Signature:

_____
Printed Name:

_____
Title:

_____
Date:

RYALS CREEK MAINTENANCE PHASING



PHASING INDEX:

PHASE NO.:	PHASE DESCRIPTION
1A	KERNAN BLVD & STILLWOOD PINES BLVD. RIGHT OF WAY, POND #_
1B	STILLWOOD PINES BLVD. RIGHT OF WAY, POND #_
Buckfield Cr.	BUCKFIELD CIRCLE & LOBLOLLY PINE WAY RIGHT OF WAY, POND #_
2A	STILLWOOD PINES BLVD. RIGHT OF WAY, POND #_
2B	STILLWOOD PINES BLVD. RIGHT OF WAY, POND #_
2C	STILLWOOD PINES BLVD. RIGHT OF WAY, POND #_

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
VISION • EXPERIENCE • RESULTS
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

STILLWOOD PINES BLVD.

DATE	COUNTY	PROJECT NO.
MARCH 14, 2022	DUVAL	19-115.02

PHASE 1A, 1B, 2A, 2B, 2C AND BUCKFIELD CIRCLE

SHEET NO.

AA-00

Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

* Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
* Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
* Management of border grass and weeds from the toe of the bank to the water's edge.
* Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
* Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

* Wetland planting, restoration, and maintenance
* Installation of Decorative Fountains and Aeration Systems
* Servicing Fountain and Aeration Systems
* Blue Dye / Water Clarity Treatment
* Turbidity Curtains and Weed Barriers
* Waterway and Wetland Consulting
* The creation of littoral and other native planting and sanctuary areas
* Permit processing for stocking of Triploid Grass Carp
* Stocking of Game fish and Triploid Grass Carp
* Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

* Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
* Quick response to customer calls.
* Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
* Where required, monthly management service reports for use in meetings and submission to government agencies.
* Educational presentations to interested groups.
* Our field crews are in uniforms with our company name embroidered identification.
* Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville

Aquagenix
A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 11-17-2021 is made between DeAngelo Contracting Services and Seven Pines as described as follows:

Seven Pines
c/o England Thims and Miller
Contact: Jason Crews (904) 625-1189

LAKE MARY VIRGINIA POND

Both Seven Pines and DCS agree to the following:

1. **Site Locations:**
   DCS will provide aquatic management services on behalf of the Seven Pines in accordance with the terms and conditions of this Agreement at the following aquatic site(s): Lake Mary Virginia Pond

2. **Contract Services: Seven Pines agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**
   - Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
   - Algae treatment
   - Abide by Florida BMPs for aquatic vegetation treatment and management
   - If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **$4,704.96** That will be invoiced at the end of each month at **$392.08**

We will perform 12 waterway services each year. Treatments are scheduled below and will follow Florida Best Management Practices.

Scheduled Site Visits Per Month For Waterway Maintenance

January 1	**February 1**	**March 1**	**April 1**	**May 1**	**June 1**
July 1	**August 1**	**September 1**	**October 1**	**November 1**	**December 1**

Contract terms:

The term of this Agreement shall start on Month Nov 2021 for a term of 1 year (the “Term”) and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. **Automatic Renewal:**
   At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.
4. **Safety:**
   DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.
5. **Insurance:**
   DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.
6. **Address Change:**
   If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.
7. **Management Change:**
   If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.
8. **Schedule of Payment and Penalties for past due invoices:**
   CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.
9. **Default:**
   If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney’s fees incurred by DCS.
10. **Termination Procedure:**
    This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month’s service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.
12. **OTHER ITEMS: -**
    a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,

b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.

d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. **Contract Documents:**

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements	
DeAngelo Contracting Services	**CUSTOMER**
Julie Clements	
PRINT NAME	**PRINT NAME**
5/2/2022	
DATE	**DATE**

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

* Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
* Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
* Management of border grass and weeds from the toe of the bank to the water's edge.
* Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
* Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

* Wetland planting, restoration, and maintenance
* Installation of Decorative Fountains and Aeration Systems
* Servicing Fountain and Aeration Systems
* Blue Dye / Water Clarity Treatment
* Turbidity Curtains and Weed Barriers
* Waterway and Wetland Consulting
* The creation of littoral and other native planting and sanctuary areas
* Permit processing for stocking of Triploid Grass Carp
* Stocking of Game fish and Triploid Grass Carp
* Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

* Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
* Quick response to customer calls.
* Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
* Where required, monthly management service reports for use in meetings and submission to government agencies.
* Educational presentations to interested groups.
* Our field crews are in uniforms with our company name embroidered identification.
* Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville

Aquagenix
A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 11-17-2021 is made between DeAngelo Contracting Services and Seven Pines as described as follows:

Seven Pines
c/o England Thims and Miller
Contact: Jason Crews (904) 625-1189

Pond D

Both Seven Pines and DCS agree to the following:

1. **Site Locations:**
   DCS will provide aquatic management services on behalf of the Seven Pines in accordance with the terms and conditions of this Agreement at the following aquatic site(s): Pond D

2. **Contract Services: Seven Pines agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**
   - Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
   - Algae treatment
   - Abide by Florida BMPs for aquatic vegetation treatment and management
   - If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **$2,300.40** That will be invoiced at the end of each month at **$191.70**

We will perform 12 waterway services each year. Treatments are scheduled below and will follow Florida Best Management Practices.

Scheduled Site Visits Per Month For Waterway Maintenance

January 1	**February 1**	**March 1**	**April 1**	**May 1**	**June 1**
July 1	**August 1**	**September 1**	**October 1**	**November 1**	**December 1**

Contract terms:

The term of this Agreement shall start on Month Nov 2021 for a term of 1 year (the “Term”) and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. **Automatic Renewal:**
   At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.
4. **Safety:**
   DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.
5. **Insurance:**
   DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.
6. **Address Change:**
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Julie Clements	
DeAngelo Contracting Services	**CUSTOMER**
Julie Clements	
PRINT NAME	**PRINT NAME**
5/2/2022	
DATE	**DATE**

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

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* Stocking of Game fish and Triploid Grass Carp
* Comprehensive water testing

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* Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
* Where required, monthly management service reports for use in meetings and submission to government agencies.
* Educational presentations to interested groups.
* Our field crews are in uniforms with our company name embroidered identification.
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Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville

Aquagenix
A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 11-17-2021 is made between DeAngelo Contracting Services and Seven Pines as described as follows:

Seven Pines
c/o England Thims and Miller
Contact: Jason Crews (904) 625-1189

Pond G

Both Seven Pines and DCS agree to the following:

1. **Site Locations:**
   DCS will provide aquatic management services on behalf of the Seven Pines in accordance with the terms and conditions of this Agreement at the following aquatic site(s): Pond G

2. **Contract Services: Seven Pines agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**
   - Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
   - Algae treatment
   - Abide by Florida BMPs for aquatic vegetation treatment and management
   - If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **$4,356.96** That will be invoiced at the end of each month at **$363.08**

We will perform 12 waterway services each year. Treatments are scheduled below and will follow Florida Best Management Practices.

Scheduled Site Visits Per Month For Waterway Maintenance

January 1	**February 1**	**March 1**	**April 1**	**May 1**	**June 1**
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4. **Safety:**
   DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.
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Julie Clements	
DeAngelo Contracting Services	**CUSTOMER**
Julie Clements	
PRINT NAME	**PRINT NAME**
5/2/2022	
DATE	**DATE**

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RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DESIGNATING ERNESTO TORRES AS ASSISTANT SECRETARY 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; and

WHEREAS, the Board of Supervisors of the District desires to designate a certain Officer of the District.

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

SECTION 1. Ernesto Torres is designated as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of May, 2022.

ATTEST:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

10

RYALS CREEK CDD
CONSTRUCTION ACCOUNT ACTIVITY
BOGGY BRANCH INTERLOCAL AGREEMENT

Interlocal funding agreement commitment amount				$	1,932,779.82
Interlocal Agreement Funding Received					
2/26/2021		Boggy Branch Requisition #2	159,073.21		
2/26/2021		Boggy Branch Requisition #3	114,238.35		
4/8/2021		Boggy Branch Requisition #8	363,259.47		
4/30/2021		Boggy Branch Requisition #17	471,762.45		
6/1/2021		Boggy Branch Requisition #23	669,949.26		
6/30/2021		Boggy Branch Requisition #32	154,497.08		
Total Received			1,932,779.82		

Requisitions:

Date	Requisition #	Payee	Amount		
Processed					
3/5/2021	2	Vallencourt Construction Company	(159,073.21)		
3/5/2021	3	Vallencourt Construction Company	(114,238.35)		
4/15/2021	11	Vallencourt Construction Company	(363,259.47)		
4/30/2021	17	Vallencourt Construction Company	(471,762.45)		
6/17/2021	24	Vallencourt Construction Company	(669,949.26)		
7/30/2021	32	Vallencourt Construction Company	(154,497.08)		
Balance					(1,932,779.82)
Interlocal agreement funding still to be received					**-**
In circulation (awaiting funding)					
Balance					-
Total interlocal funding available (excluding Rentaiage Payable)					**-**
Retainage Payable					
3/5/2021	2	Vallencourt Construction Company	(17,674.80)		
3/5/2021	3	Vallencourt Construction Company	(12,693.15)		
4/15/2021	11	Vallencourt Construction Company	(40,362.16)		
4/30/2021	17	Vallencourt Construction Company	(52,418.05)		
6/17/2021	24	Vallencourt Construction Company	(74,438.81)		
7/30/2021	32	Vallencourt Construction Company	(21,154.15)		
11/8/2021	-	Transfer in	218,741.12		
Balance					-
Total interlocal funding available (assuming all obligations paid)				**$**	**-**

RYALS CREEK CDD
CONSTRUCTION ACCOUNT ACTIVITY
CONSTRUCTION DRAWS ($5.6M funded by ICI)

Remaining amounts to expend:

Construction draw funding agreement (ICI commitment amount)				$ 5,600,220.00
Date	Requisition #	Payee	Amount	
Payment verified				
10/1/2021	38	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	(60,438.59)	
10/011/21	39	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #2	(436,288.20)	
10/8/2021	41	GP Materials, Inc. - CONSTRUCTION DRAW #3	(11,106.24)	
10/8/2021	42	Vallencourt Construction Company - CONSTRUCITON DRAW #5	(201,426.30)	
10/26/2021	44	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
11/8/2021		Transfer out[1]	(1,838,606.70)	
10/26/2021	46	Forterra Pipe & Precast - CONSTRUCTION DRAW #7	(4,683.38)	
10/26/2021	43	GP Materials, Inc. - CONSTRUCTION DRAW #7	(5,391.21)	
10/26/2021	45	Vallencourt Construction Company - CONSTRUCITON DRAW #7	(647,775.53)	
11/22/2021	49	GP Materials, Inc. - CONSTRUCTION DRAW #8	(42,249.03)	
12/10/2021	45	Vallencourt Construction Company - CONSTRUCITON DRAW #9	(741,972.57)	
12/10/2021	51	GP Materials, Inc. - CONSTRUCTION DRAW #9	(16,482.13)	
12/10/2021	53	Cecil W. Powell & Company - CONSTRUCTION DRAW #9	(102,192.00)	
12/28/2021	55	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #10	(681,380.01)	
12/28/2021	56	Forterra Pipe & Precast - CONSTRUCTION DRAW #10	(851.65)	
2/8/2022	57	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #11	(10,962.36)	
2/8/2022	57	Vallencourt Construction Company, Inc.	(353,699.33)	
3/3/2022	60	GP Materials, Inc.	(24,472.70)	
3/17/2022	62	Vallencourt Construction Company, Inc.	(371,827.97)	
Total amounts paid				(5,600,220.00)
Total remaining to be drawn for construction per agreement (not including related retainaige)				-
Eligible Retainage Payable				
9/9/2021	39	Vallencourt Construction Company, Inc.	(48,476.47)	
9/30/2021	42	Vallencourt Construction Company, Inc.	(22,380.70)	
10/26/2021	45	Vallencourt Construction Company, Inc.	(71,975.06)	
11/8/2021	-	Transfer out[2]	(218,741.12)	
11/8/2021	-	Transfer out[3]	(39,404.85)	
12/8/2021	50	Vallencourt Construction Company, Inc.	(82,441.39)	
12/28/2021	55	Vallencourt Construction Company, Inc.	(75,708.89)	
2/8/2022	57	Vallencourt Construction Company, Inc.	(40,517.97)	
2/28/2022	-	Transfer in[5]	599,646.45	
Total retainaige payable				-
Total remaining to be drawn for construction per agreement (ncluding related retainaige)[4]				**$ -**

[1]These amounts were initially funded from the $6.4M bucket, however, they have since been funded by the $5.6M bucket, which is reflected as a transfer out on this schedule. Details for this total can be found on the $6.4M schedule.
[2]See Interlocal Agreement tab for details
[3]See Construction Account Activity tab for details
[4]If this amount is negative then the shortfall will be funded from other sources (starting with the $6.4M bucket)
[5]This amount was transferred back to the $6.4M bucket as all construction draw funding has been received and subsequently depleteed.

Remaining amounts to collect/request from ICI:

Construction draw funding agreement (ICI commitment amount)				$ 5,600,220.00
Funds received				
10/22/2021	-	CONSTRUCTION DRAW #1	(390,533.92)	
11/8/2021	38	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	(60,438.59)	
11/8/2021	39	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #2	(436,288.20)	
11/8/2021	41	GP Materials, Inc. - CONSTRUCTION DRAW #3	(11,106.24)	
11/8/2021	-	CONSTRUCTION DRAW #4	(1,448,072.78)	
11/8/2021	42	Vallencourt Construction Company - CONSTRUCITON DRAW #5	(201,426.30)	
11/8/2021	-	CONSTRUCTION DRAW #6	(750,000.00)	
12/7/2021	48	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
12/7/2021	46	Forterra Pipe & Precast - CONSTRUCTION DRAW #7	(4,683.38)	
12/7/2021	43	GP Materials, Inc. - CONSTRUCTION DRAW #7	(5,391.21)	
12/7/2021	45	Vallencourt Construction Company - CONSTRUCITON DRAW #7	(647,775.53)	
2/8/2022	49	GP Materials, Inc. - CONSTRUCTION DRAW #8	(42,249.03)	
2/8/2022	50	Vallencourt Construction Company - CONSTRUCITON DRAW #9	(741,972.57)	
2/8/2022	51	GP Materials, Inc. - CONSTRUCTION DRAW #9	(16,482.13)	
2/8/2022	53	Cecil W. Powell & Company - CONSTRUCTION DRAW #9	(102,192.00)	
2/8/2022	55	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #10	(681,380.01)	
2/8/2022	56	Forterra Pipe & Precast - CONSTRUCTION DRAW #10	(851.65)	
3/11/2022	57	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #11	(10,962.36)	
Total received				(5,600,220.00)
Total remaining to be received from ICI				-
In circulation (to be processed) - awaiting funding from ICI				
Total requested but not received to date				-
Total remaining to be requested from ICI				**$ -**

RYALS CREEK CDD
CONSTRUCTION ACCOUNT ACTIVITY
CONSTRUCTION DRAWS (initially $6.4M)

Funds received			
12/23/2020	Initial Construction Funds	$ 6,467,000.00	
10/26/2021	Parcel 9 lot closing - Completion of Master Infrastructure	2,500,000.00	
10/26/2021	Parcel 9 lot closing - Sale of Trips	378,840.00	
10/26/2021	Parcel 9 lot closing - Fill Dirt Costs	107,100.00	
12/22/2021	Parcel 10 lot closing - Sale of Trips	454,608.00	
12/22/2021	Parcel 10 lot closing - Completion of Master Infrastructure	2,150,000.00	
2/24/2022	Mobility Fees	23,629.18	
2/24/2022	Mobility Fees	47,258.36	
3/16/2022	Mobility Fees	2,953.65	
3/19/2022	Mobility Fees	44,304.71	
Total Construction Funds			12,175,693.90

Requisitions:

Date	Requisition #	Payee	Amount	
Payment verified				
3/2/2021	1	Sawmill Timber, LLC.	(2,266,000.64)	
3/5/2021	4	England, Thims & Miller	(24,000.00)	
3/22/2021	5	England, Thims & Miller	(24,024.31)	
3/22/2021	6	Core & Main*	(593,466.53)	
3/22/2021	7	England, Thims & Miller	(4,800.00)	
4/5/2021	8	Forterra Pipe & Precast, LLC.*	(100,286.97)	
4/5/2021	9	Core & Main*	(12,867.20)	
4/5/2021	10	ECS of Florida	(2,500.00)	
4/5/2021	12	Core & Main*	(18,742.00)	
4/5/2021	13	Core & Main*	(184,403.28)	
4/5/2021	14	Forterra Pipe & Precast, LLC.*	(31,361.65)	
5/4/2021	15	England, Thims & Miller	(36,791.70)	
5/4/2021	16	England, Thims & Miller	(28,851.67)	
5/4/2021	18	Forterra Pipe & Precast, LLC.*	(18,185.40)	
5/19/2021	19	ECS of Florida	(9,000.00)	
5/19/2021	20	Forterra Pipe & Precast, LLC.*	(39,135.69)	
5/19/2021	21	Core & Main*	(140,273.96)	
5/19/2021	22	England, Thims & Miller	(270,545.65)	
5/19/2021	23	ECS of Florida	(21,500.00)	
6/30/2021	25	Valmont Industries, Inc.*	(177,000.00)	
6/30/2021	26	ECS of Florida	(6,000.00)	
6/30/2021	27	Forterra Pipe & Precast, LLC.*	(76,382.83)	
6/30/2021	28	England, Thims & Miller	(134,858.13)	
6/30/2021	29	Core & Main*	(4,477.76)	
8/2/2021	30	Forterra Pipe & Precast, LLC.*	(20,275.51)	
8/2/2021	31	Core & Main*	(31,214.00)	
8/2/2021	32	Vallencourt Construction Company, Inc.*	(35,890.30)	
8/2/2021	33	ECS of Florida	(14,300.00)	
8/2/2021	34	England, Thims & Miller	(141,652.98)	
8/20/2021	35	Vallencourt Construction Company, Inc.*	(354,643.62)	
8/20/2021	36	ECS of Florida	(3,500.00)	
11/8/2021		Transfer in*	1,838,606.70	
10/1/2021	37	England, Thims & Miller	(60,094.56)	
10/26/2021	47	England, Thims & Miller	(241,608.71)	
11/22/2021	48	England, Thims & Miller	(115,839.10)	
12/10/2021	52	England, Thims & Miller	(159,169.57)	
12/28/2021	54	England, Thims & Miller	(109,407.76)	
2/8/2022	58	England, Thims & Miller	(170,164.51)	
2/8/2022	59	Onsight Industries	(32,243.08)	
3/3/2022	61	England, Thims & Miller	(71,418.42)	
3/17/2022	63	Vallencourt Construction Company, Inc.	(161,266.48)	
3/17/2022	64	GP Materials, Inc.	(1,000.07)	
3/17/2022	65	Cash Building Material	(28,204.60)	
4/5/2022	67	GP Materials, Inc.	(2,099.94)	
4/5/2022	66	England, Thims & Miller	(47,100.00)	
4/5/2022	68	Cash Building Material	(10,117.80)	
Balance				(4,198,059.68)

Total Cash Available (Excluding Retainage Payable)					**7,977,634.22**
Retainage Payable					
	8/20/2021	35	Vallencourt Construction Company, Inc.	(39,404.85)	
	11/8/2021	-	Transfer in	39,404.85	
	3/17/2022	62 & 63	Vallencourt Construction Company, Inc.	(58,512.48)	
	3/24/2022	-	Transfer out	(599,646.45)	
Balance					(658,158.93)
Total Available/(Shortfall): *Assuming all Obligations Paid*					**$ 7,319,475.29**

*These amounts were initially funded from the $6.4M bucket, however, they have since been funded by the $5.6M bucket, which is reflected as a transfer in on this schedule

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

11

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022

	General Fund	Capital Projects Fund	Total Governmental Funds
ASSETS			
Cash	$ 25,207	$8,036,952	$ 8,062,159
Investments			
Undeposited funds	15,874	-	15,874
Total assets	$ 41,081	$8,036,952	$ 8,078,033
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 14,222	$ -	$ 14,222
Retainage payable	-	658,159	658,159
Accrued wages payable	2,000	-	2,000
Accrued taxes payable	153	-	153
Landowner advance	6,000	-	6,000
Total liabilities	22,375	658,159	680,534
Fund balances:			
Restricted for:			
Capital projects	-	7,378,793	7,378,793
Unassigned	18,706	-	18,706
Total fund balances	18,706	7,378,793	7,397,499
Total liabilities and fund balances	$ 41,081	$8,036,952	$ 8,078,033

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ -	$ -	$ 18,706	0%
Interlocal - Boggy Branch CDD	-	-	16,831	0%
Landowner contribution	28,075	61,314	130,980	47%
Lot closing revenue	-	18,706	-	N/A
Total revenues	28,075	80,020	166,517	48%
EXPENDITURES				
Professional & administrative				
Supervisors	-	2,800	7,000	40%
FICA	-	215	536	40%
District engineer	840	3,488	10,000	35%
District counsel	980	6,209	25,000	25%
District management	3,000	18,000	36,000	50%
Printing & binding	42	250	500	50%
Legal advertising	-	2,688	1,500	179%
Postage	-	73	500	15%
O&M methodology	-	3,500	-	N/A
Audit	-	-	3,575	0%
Insurance - GL, POL	-	5,175	5,500	94%
Miscellaneous- bank charges	-	-	500	0%
Website				
Hosting & development	-	705	705	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	195	500	39%
Total professional & administrative	4,862	43,683	92,201	47%
Field operations - Shared[1]				
Field management	-	-	2,000	0%
Stormwater management				
Street lights	11,012	11,012	5,334	206%
Effluent supply	-	-	18,782	0%
Landscape				
Maintenance contract	-	-	39,200	0%
Plant replacement	-	-	2,500	0%
Irrigation repairs	-	-	1,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	11,012	11,012	74,316	15%
Total expenditures	15,874	54,695	166,517	33%
Excess/(deficiency) of revenues over/(under) expenditures	12,201	25,325	-	
Fund balances - beginning	6,505	(6,619)	-	
Fund balances - ending	$ 18,706	$ 18,706	$ -	

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2022

	Current Month	Year To Date
REVENUES		
Lot closing revenue	$ -	$ 5,590,548
Construction draw funding	407,263	3,052,354
Mobility fees	47,258	118,146
Total revenues	454,521	8,761,048
EXPENDITURES		
Capital outlay	320,402	883,044
Construction costs - CD	396,300	3,318,314
Total expenditures	716,702	4,201,358
Excess/(deficiency) of revenues over/(under) expenditures	(262,181)	4,559,690
Fund balances - beginning	7,640,974	2,819,103
Fund balances - ending	$ 7,378,793	$ 7,378,793

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT

MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Ryals Creek Community Development District held a Public Hearing and Regular Meeting on February 1, 2022 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:

Kristen Suit	District Manager
Katie Buchanan (via telephone)	District Counsel
Jason Crews	Project Engineer
Jason Hall	District Engineer

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

Ms. Suit called the meeting to order at 9:30 a.m. Supervisors Jones, Eyrick, Riley Skinner and Davis Skinner were present, in person. Supervisor Chip Skinner was not present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes**

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2022-07, Expressing Its Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May

be Levied by the Ryals Creek Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Chip Skinner and seconded by Mr. Eyrick, with all in favor, the Public Hearing was closed.

Ms. Suit presented Resolution 2022-07 and read the title.

On MOTION by Mr. Chip Skinner and seconded by Mr. Riley Skinner, with all in favor, Resolution 2022-07, Expressing Its Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May be Levied by the Ryals Creek Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Update: Construction Account Activity**

Ms. Buchanan presented the Construction Account Activity information and noted the following:

- The Interlocal Funding Agreement required the Boggy Branch CDD (BBCDD) to issue approximately $1.932 million in bonds, which was paid back in full.
- The second tranche of funding totaled approximately $5.6 million. Wrathell, Hunt and Associates (WHA) was processing the $750,000 monthly baseline withdrawals to ensure payment of requisitions and reimbursement of construction draws such as those shown. Approximately $4 million of the $5.6 million has been paid out and the remaining balance of approximately $1.6 million would be depleted when the remaining construction draws are processed.

Mr. Chip Skinner asked if the $5.6 million would be fully funded following the final request of approximately $10,000 from ICI. Discussion ensued regarding the "Total remaining to be drawn for construction per agreement (not including related retainage)" of approximately $760,000 and other totals shown on Page 2.

Mr. Chip Skinner stated, if he was reading correctly, approximately $10,000 of the remaining funds to be paid would come from ICI and then funds would be drawn from the approximately $6 million account. Ms. Buchanan noted extra money flowed into that account from the closing; the balance on Page 3 was approximately $8.3 million. Discussion ensued regarding funds spent to date, outstanding funds requested, cutoff dates for payment processing and timely submittal of payment requests.

Ms. Buchanan noted one submittal on November 22, 2021 likely made the deadline for payment in November. She stated clarification is needed regarding the $760,000 and whether retainage is due on the Vallencourt contract. Mr. Crews stated it was not; it would be paid at the last draw. The consensus was that the numbers looked better than two meetings ago. Ms. Suit stated she would follow up with Staff and advise the Board about the questions raised.

FIFTH ORDER OF BUSINESS **Consideration of Stormwater Management Need Analysis Proposal**

Mr. Crews stated he was working on a draft proposal and, while he was in the process of determining the extent of the requirements, he estimated a not-to-exceed amount of $10,000 for preparation of the report.

Ms. Suit stated the Stormwater Management Needs Analysis Report requirement was discussed at a previous meeting. She noted that, while the Report is not due until June 30, 2022, lead time to compile the extensive amount of information requested is needed.

Mr. Chip Skinner recommended approving a not-to-exceed budget, subject to a proposal by ETM. Mr. Crews stated the proposal would be charged at approved hourly rates.

On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, preparation of the Stormwater Management Need Analysis Report, in a not-to-exceed amount of $10,000, subject to receipt of a proposal from ETM, was approved.

SIXTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of December 31, 2021**

Ms. Suit presented the Unaudited Financial Statements as of December 31, 2021.

Discussion ensued regarding the amount due from ICI, total available cash and whether it was net of the approximate $760,000. Ms. Suit believed it was a timing issue; she would verify and advise accordingly.

On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor, the Unaudited Financial Statements as of December 31, 2021, were accepted.

SEVENTH ORDER OF BUSINESS **Approval of January 4, 2022 Regular Meeting Minutes**

Ms. Suit presented the January 4, 2022 Regular Meeting Minutes.

On MOTION by Mr. Eyrick and seconded by Mr. Riley Skinner, with all in favor, the January 4, 2022 Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: *Kutak Rock, LLP*

Ms. Buchanan stated, regarding Mr. Chip Skinner's email, the Department of Transportation (DOT) Amendment can be signed at his convenience. It was approved at the last meeting. She would send a list of outstanding items needed to file the Boundary Amendment.

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

Mr. Crews stated On Site Industries, the subcontractor providing decorative street signs, provided a proposal for the Phase 1A and 1B signage, excluding the roadways that require DOT signs. The proposed cost for fabrication and installation is $69,322.61 versus the approximate cost of $73,000 proposed by Vallencourt, so the CDD would receive a small credit for signage costs. Discussion ensued regarding the quality of the upgraded signs offered and the cost savings. Mr. Crews stated Vallencourt would still be responsible for the DOT signage and Phase 1A temporary signage to be installed. A deductive Change Order from Vallencourt would be submitted. While he had not worked with On Site Industries before, ICI Weekly had and they had mockups and renderings that he would email to the Board.

Mr. Crews discussed a reduced Change Order as a result of a substantial amount of excess fill material following the over-excavation of Lake Mary Virginia. Shifting the pond down to the road reduced the size of the pond and the amount of material excavated. A Change Order totaling $127,237.90 would be submitted as due to Vallencourt.

A Board Member asked if Vallencourt would issue a credit to the CDD for signage costs when the sign portion is removed from their Scope of Work. Mr. Crews replied affirmatively and stated a 50% deposit is required before signs would go into production.

Discussion resumed regarding the causes, quantities, costs and reimbursements involved with the reduced excess fill. Mr. Crews stated construction was proceeding well and the design plans for Phase II including the Buckfield Circle plans, pond plans and the Spectrum process. Mr. Chip Skinner asked about the Baptist access road. Mr. Crews stated plans and permits would likely take six months.

Mr. Crews stated signage was installed on the mast arms for the road into the Town Center. Discussion ensued regarding road names for intersections, routes and landmarks.

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

- **NEXT MEETING DATE: March 1, 2022 at 9:30 a.m.**
  - **QUORUM CHECK**

The March 1, 2022 was canceled. The next meeting would be held on April 5, 2022.

NINTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

Ms. Suit stated she would email clarification of the amount in the Construction Account and the Capital Projects account as reflected in the unaudited financials.

TENTH ORDER OF BUSINESS Public Comments

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor, the meeting adjourned at 10:10 a.m.

_____ _____

Secretary/Assistant Secretary Chair/Vice Chair

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

13C

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	*immediately following Landowners' Meeting*
November 16, 2021	Public Hearing and Regular Meeting	9:30 AM
December 7, 2021 CANCELED	Regular Meeting	9:30 AM
January 4, 2022	Regular Meeting	9:30 AM
February 1, 2022	Regular Meeting	9:30 AM
March 1, 2022 CANCELED	Regular Meeting	9:30 AM
April 5, 2022 CANCELED	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