RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

July 5, 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

June 27, 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 July 5, 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. Consideration of C.S.S. Landscaping, Inc., Service Proposal for Seven Phase 1 A & 1B Maintenance Services
- 4. Consideration of Proposal for Field Operations Management Services
- 5. Consideration of Notice of Request for Proposals for Road Construction and Evaluation Criteria; Authorize Staff to Finalize Items Related to Request and Publish Required Notices
- 6. Update: Construction Account Activity
- 7. Acceptance of Unaudited Financial Statements as of May 31, 2022
- 8. Approval of May 3, 2022 Regular Meeting Minutes
- 9. Staff Reports
 - A. District Counsel: Kutak Rock, LLP
 - B. District Engineer: England-Thims & Miller, Inc.
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - I. 0 Registered Voters in District as of April 15, 2022
 - II. NEXT MEETING DATE: August 2, 2022 at 9:30 AM

Board of Supervisors Ryals Creek Community Development District July 5, 2022, Regular Meeting Agenda Page 2

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

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. 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



Service Proposal

SEVEN PINES - PHASE 1A C/O SKINNER BROS. REALTY 2963 DUPONT AVENUE SUITE 2 JACKSONVILLE, FLORIDA 32217 Sales: Scott Soltau

Seven Pines Phase 1A & 1B-Maintenance

Jacksonville, Florida

Est ID: EST1725382 2 **Email:** chet@skinnerrealty.com

Date: Jun-15-2022 **Phone:** 904-237-4399

This is an Agreement for Landscaping Maintenance ("Agreement") and is effective and entered into between C.S.S. Landscaping, Inc. and Seven Pines Phase 1A ("Client"), as of the ______ day of _______, 2022 (the "Effective Date").

C.S.S. and Client agree to the scope of services as follows:

CONTRACT SERVICES

Maintenance

Mowing

- Turf will be mowed on intervals not to exceed once every seven days, during growing season, (maximum growing season is April through October), and as otherwise needed to maintain a neat appearance. In no case shall mowing intervals be greater than 15 days.
- Clippings shall either be vacuumed or blown off all hard surfaces. All clippings that clump or remain visible after mowing shall be mechanically removed at the time mowing is completed in a given area.
- The height of the turf will be cut to the guidelines provided by the State Agriculture Department to insure optimal growth and health of turf.
- If applicable lake banks and water retention areas will be mowed to water's edge or line trimmed until ground is firm enough to support equipment weight.
- It is recommended any Bahia grass within the community not to be serviced or otherwise known to be "mowed" until the grass goes to seed to allow it to re-germinate. When the Bahia grass is serviced at this point it is the same as over seeding each time the grass is serviced, this type of grass is not designed to be serviced on a weekly basis.
- We do not weed eat along fences that are homeowners property.

CONTRACT SERVICES

Edging

- Edging by mechanical means will be performed no less than two times per month.
- Edging will be performed with proper equipment, never at any time will a weed eater be turned on edge to perform function of blade edging machinery.
- All soft surfaces such as plant beds and mulch beds will be edged.
- Care and attention will be taken not to extend bed areas beyond established boundaries.
- All hard surfaces such as walkways, roadways, curbs, cement and asphalt drives will be edged.

Trimming

- Trimming will be performed at the time of each mowing.
- All trimming will be used with a line trimmer or weed eater. C.S.S. will not trim areas of common
 ground that are directly touching a homeowner's fence line. This is to prevent any damage to
 the fence.
- Line trimming will be serviced around trees, fences, fire hydrants, buildings, signs and all other vertical structures.
- Vertically trimming all natural areas to prevent vegetation from encroachment to buildings will be an additional charge.

Shrub Pruning

- Plants and shrubs will be pruned no less than twice per month.
- To promote foliage growth proper pruning practices will be adhered to.

Weed Control in Ornamental Beds

- Weed control will be completed each time property is visited, by chemical or mechanical means.
- High traffic or highly visible areas will be kept free of weeds by hand pulling.
- Plant beds will remain free of weeds with well-defined edges.

Debris Removed

- Upon each property visit all loose trash and other debris will be removed.
- Careful attention will be taken in high traffic areas to ensure that debris, cigarette butts and loose trash is not left behind after each visit.
- Walkways and parking lots will be blown or vacuumed to remove all trash and clippings.
- Sewer grates and curbs will be cleaned off to remove unwanted debris.
- Emptying of trash receptacles and doggie trash receptacles is an additional charge.
- Storm cleanup is an additional charge
- Leaf removal is an additional charge

Tree Trimming Complete

- Tree canopies to be maintained to 8 feet; if canopies are not at this height when the contract is signed, there is an additional charge for the canopies to be raised.
- The trimming of palm trees is not included and will be an additional charge.

Fertilization

- C.S.S. will apply applications approximately every six (6) weeks; totaling 8 applications annually
- Turf will be fertilized with 22-0-10 fertilizer as required by seasonal changes additionally, there is
 pre-emergent spread throughout the turf in early fall and early spring to help prevent weeds
 germinating. Along with an insect control granular item to prevent the occurrence of cinch bugs,
 mole crickets, sod web worms, etc.
- Plants will be fertilized with 8-10-10 plant and tree fertilizer with minor elements per the manufacturer's recommendation.

CONTRACT SERVICES

Irrigation Inspection

- C.S.S. will perform a monthly irrigation check throughout all zones. This will be performed 12 times a year. This process is taken to identify any problems that may have occurred to the system throughout the month. If any other person and or contractor other than C.S.S. repairs the irrigation system C.S.S. is not responsible for any loss of plant material of any sort including sod, trees, shrubs, annuals, etc. C.S.S. is not responsible for inspecting the irrigation system monthly if C.S.S. is not repairing the system.
- Irrigation repairs that are necessary will be completed on a timely basis the hourly rate for repairs......\$85.00 p/man hour, plus \$65.00 p/man hour for each additional crew member (Hourly rate subject to change).

Property Notes

- The total cost for Phase 1A is \$30,000.00 collected in 12 payments of \$2,500.00 per month. Includes one (1) pond.
- The total cost for Phase 1B is \$24,000.00 collected in 12 payments of \$2,000.00 per month. Includes one (1) pond.

The total price of all seasonal services is \$54,000.00 collected in 12 payments of \$4,500.00 per payment.

Recommendations

Annuals

- C.S.S. plants annuals on a seasonal basis; the property manager can request annuals per season.
 - NOTE: This is an additional charge; \$32.50 p/tray. (price subject to change)

Mulch

- C.S.S. will use **2,700 bales of pine straw for Phase 1A and 3,864 bales for Phase 1B** to mulch all plant beds one time annually. Care will be exercised to keep mulch in such a manner so as not to restrict any discharge drains of the facility.
- Removal of mulch from beds would be an additional charge.
- NOTE: This is an additional charge; \$7.00 p/bale installed. (price subject to change)

TERM

The Term of this Agreement is twelve months from the Effective Date and includes **50 visits per year**. Unless written notice of non-renewal is received by either party at least 60 days prior to the expiration of the Initial Term, the Agreement shall be automatically extended for successive 12-month terms. C.S.S. may terminate this Agreement at any time and for any reason upon sixty (60) days' written notice. In addition, C.S.S. may terminate this Agreement at any time upon seven (7) days written notice if the Client's account becomes more than thirty (30) days past due. The client may cancel the contract for any reason upon sixty (60) days' notice, provided the Client has fulfilled the original twelve (12) month term. C.S.S. will be closed for Thanksgiving (Thursday and Friday). C.S.S. will also be closed for the week between Christmas and New Years.

FUEL ADDENDUM

Due to the volatility of fuel prices and our dependence on this product to provide service, CSS reserves the right to increase the monthly cost (not to exceed 5%), with a 30 day written notice prior to increase.

PAYMENT TERMS

As consideration for C.S.S. providing the Scope of Services, Client agrees to pay C.S.S. \$54,000.00, annually, collectible by C.S.S. in twelve equal monthly installments of \$4,500.00.

C.S.S. Landscaping, Inc. will invoice Client monthly. Each monthly payment is due on the date specified on the invoice. Any payments that C.S.S. does not receive by the due date will be charged a 1.5% per month late charge beginning from due date and continuing until paid in full.

INSURANCE & LIABILITIES

C.S.S. Landscaping, Inc. agrees to maintain proper licenses required by the State of Florida. C.S.S. also maintains the following types and amounts of insurance:

Commercial General Liability \$1,000,000 each occurrence / \$2,000,000 aggregate

• Automobile Liability \$1,000,000 combined single limit

• Workers Compensation \$1,000,000 each accident

GUARANTEE

C.S.S. will perform all services under this Agreement in a workmanlike manner and consistent with industry standards.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between C.S.S. and the Client and is meant to supersede all prior oral or written communications, representations, and contracts with respect to the subject matter of this Agreement. This Agreement may not be amended or modified, except by written agreement signed by C.S.S. and Client.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with the laws of the State of Florida.

Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the county or circuit courts of the Fourth Judicial Circuit of the State of Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

WAIVER OF JURY TRIAL

C.S.S. AND CLIENT HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

ATTORNEYS' FEES

prevailing party in	the proceeding is entitled	suit, action, or proceeding against the other to enforce this Agreement, the to receive, in addition to all other damages to which it may be entitled, the proceeding, including reasonable attorneys' fees, expenses, and costs.	
Dated this	day of	, 2022	
C.S.S. Landscap	ing, Inc.		
Ву:			
Its:			
Client			
Ву:			
Its:			

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT



DRAFT

1 2 3	RYA	OF MEETING LS CREEK VELOPMENT DISTRICT
4 5	The Board of Supervisors of the Ryal	s Creek Community Development District held a
6	Regular Meeting on May 3, 2022 at 9:30 a.i	m., at the office of England-Thims & Miller, Inc.,
7	located at 14775 Old St. Augustine Road, Jack	sonville, Florida 32258.
8 9	Present were:	
10 11 12 13 14	A. Chester (Chip) Skinner, III J. Malcolm Jones, III Clayton (Riley) Skinner David (Davis) Godfrey Skinner, Jr.	Chair Vice Chair Assistant Secretary Assistant Secretary
15 16	Also present, were:	
17 18 19 20 21 22	Craig Wrathell Ernesto Torres Katie Buchanan (via telephone) Jason Crews Jason Hall	District Manager Wrathell Hunt and Associates LLC District Counsel Project Engineer District Engineer
23 24 25	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
26	Mr. Wrathell called the meeting to or	der at 9:33 a.m. Supervisors Jones, Chip Skinner,
27 28	Riley Skinner and Davis Skinner were present,	in person. Supervisor Eyrick was not present.
29 30	SECOND ORDER OF BUSINESS	Public Comments
31	No members of the public spoke.	
32		
33 34 35 36 37 38 39	THIRD ORDER OF BUSINESS	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

Mr. Wrathell presented the Interlocal Agreement, which was executed between meetings. He called attention to the Tax Collector and Property Appraiser fees on Page 3, in Section 3 of the Agreement.

Mr. Wrathell responded to questions regarding the tax collection process, who pays the fees, Parcels 9 and 10. An inquiry was made about including a labeled map in the agenda packet as a recurring exhibit.

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

FOURTH ORDER OF BUSINESS

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

Mr. Wrathell presented the England-Thims & Miller (ETM) Work Authorization No. 3, in a not-to-exceed amount of \$10,000, for preparation of the Stormwater Needs Analysis Report, which is due by June 30, 2022.

Mr. Hall distributed and reviewed a revised Storm Water Management Plan handout. He responded to questions regarding conservation easements, dead tree removal, stormwater management facilities (SMFs) and permits.

Mr. Wrathell stated that it might be necessary to meet in June to review revised landscape proposals.

On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, England-Thims & Miller Work Authorization No. 3 for preparation of the Stormwater Management Needs Analysis Report, in a not-to-exceed amount of \$10,000, was approved.

On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor, the Revised Ryals Creek CDD Storm Water Management Plan dated May 2, 2022, was approved.

In response to Mr. Hall's question, Mr. Wrathell confirmed that the District Engineer should coordinate with Management regarding the finance portions of the Report.

FIFTH ORDER OF BUSINESS

Consideration of Mobility Fee Credit Agreement/Resolution

Mr. Wrathell stated that Management has been collecting and tracking mobility fees for auditing purposes and Ms. Buchanan prepared two documents for the Board's consideration.

Mr. Chip Skinner pointed out that Section 10 lists "mobility fees", "Lot/Parcels 9 and 10 closing" and "sale of trips" and stated, for consistency purposes, the same terminology should be used. Mr. Wrathell stated, going forward, whenever "sale of trips" is referenced, "mobility fees" would be placed in parentheses, since they mean the same thing.

Ms. Buchanan presented the Second Amendment to the Funding Agreement between Ryals Creek CDD and Sawmill Timber, LLC, Relating to Construction of the Phase One Joint Master Infrastructure and the Memorandum of Understanding [Closing Proceeds].

Regarding the first document, Ms. Buchanan stated that Vallencourt Construction was contracted to complete the Phase One improvements and there was a First Amendment to the Agreement to make changes that were requested by the Landowner, which is immaterial to today's discussion. The point of the Second Amendment is to make sure that the parties understand that the money is coming in, where it is coming from and how the CDD should apply the funds going forward.

Mr. Chip Skinner asked for an explanation of the last sentence of the Agreement. Ms. Buchanan stated the last sentence of Section 3A, which relates to a reduction of the repayment amount, was deleted from the draft that is being presented. She recommended approval of the Agreement in substantial form.

Regarding the second document, Ms. Buchanan stated her understanding that there are occasions in which closing results and proceeds are intended to be directed to the CDD and the Memorandum of Understanding is a very high-level Agreement that relates to how the CDD is going to distribute and allocate any funds received as a result of the closing between the Landowner and a buyer.

Mr. Chip Skinner stated, when Sawmill Timber sold parcels to Baptist and to Spectrum, it was established in the sales contract that the buyer required a portion of their funds from the sale to go directly to the CDD to assure completion of the Stillwood Pines roadway and Ms. Buchanan is documenting here that the monies that the buyer directs to go into the CDD would be used only for construction and not for operation and maintenance (O&M) expenses.

On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor, the Second Amendment to the Funding Agreement between Ryals Creek CDD and Sawmill Timber, LLC, Relating to Construction of the Phase One Joint Master Infrastructure and the Memorandum of Understanding [Closing Proceeds], as described by District Counsel, in substantial form, were approved.

DUE TO AUDIO DIFFICULTIES, THE REMAINDER OF THE MINUTES WERE TRANSCRIBED FROM THE MEETING NOTES

SIXTH ORDER OF BUSINESS 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 Publication Requirements: Addressing Severability; and Providing an Effective **Date**

Mr. Wrathell presented Resolution 2022-08. He reviewed the proposed Fiscal Year 2023 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2022 budget, and explained the reasons for any adjustments.

On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, Resolution 2022-08, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law on August 2, 2022 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

142 143 144	SEVENTH ORDER OF BUSINESS	Consideration of Proposals for Landscape Maintenance and Stormwater Maintenance
145 146	Mr. Wrathell presented the Sun State N	Nursery & Landscaping Inc., proposal for annual
147	landscape and irrigation maintenance in the a	mount of \$148,638 per year and two Aquagenix
148	proposals totaling \$7,004.96 per year for storn	nwater maintenance of Pond D and Lake Mary.
149	Staff would obtain additional proposals for t	he Chair to review. Mr. Crews would create a
150	scope of services and forward it to CSS and to C	Curb Appeal.
151		
152 153 154 155	in favor, tabling consideration of the	seconded by Mr. Davis Skinner, with all Sun State Nursery & Landscaping Inc., additional proposals and granting the daccept, was approved.
156 157		
158 159 160 161		econded by Mr. Jones, with all in favor, iter maintenance of Pond D and Lake of \$7,004.96 per year, were approved.
162 163 164 165	EIGHTH ORDER OF BUSINESS	Update: Status of Addition of Village Center to the CDD
166	A brief update was provided.	
167 168 169 170 171 172	NINTH ORDER OF BUSINESS	Consideration of Resolution 2022-09, Designating Ernesto Torres as Assistant Secretary of the District, and Providing for an Effective Date
173	Mr. Wrathell presented Resolution 2022	-09.
174		
175 176 177 178	,	econded by Mr. Riley Skinner, with all in Ernesto Torres as Assistant Secretary of ve Date, was adopted.
179		

180 181	TENTH	ORDER OF BUSINESS	Update: Construction Account Activity
182		A brief update was provided.	
183			
184 185 186	ELEVE	NTH ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of March 31, 2022
187 188		Mr. Wrathell presented the Unaudited Fina	ncial Statements as of March 31, 2022.
189 190 191 192		On MOTION by Mr. Chip Skinner and seco favor, the Unaudited Financial Statement accepted.	-
193 194 195 196 197	TWELI	FTH ORDER OF BUSINESS Mr. Wrathell presented the February 1,	Approval of February 1, 2022 Public Hearing and Regular Meeting Minutes 2022 Public Hearing and Regular Meeting
198	Minut	es.	
199			
200 201 202 203	the February 1, 2022 Public Hearing and Regular Meeting Minutes, as presented, were approved.		
203			
205 206	THIRT	EENTH ORDER OF BUSINESS	Staff Reports
207	A.	District Counsel: Kutak Rock, LLP	
208		There was no report.	
209	В.	District Engineer: England-Thims & Miller,	Inc.
210		There was no report	
211	c.	District Manager: Wrathell, Hunt and Associates, LLC	
212		Staff to adjust the proposed Fiscal Year 2023 budget to consider the cost of landscape	
213	and st	ormwater maintenance.	
214		• NEXT MEETING DATE: June 7, 2022	at 9:30 a.m.
215		O QUORUM CHECK	

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

May 3, 2022

RYALS CREEK CDD

DRAFT

May 3, 2022

RYALS CREEK CDD



OFFICE OF THE SUPERVISOR OF ELECTIONS

MIKE HOGAN SUPERVISOR OF ELECTIONS OFFICE: (904) 630-7757 CELL: (904) 219-8924

105 EAST MONROE STREET JACKSONVILLE, FLORIDA 32202 FAX (904) 630-2920 E-MAIL: MHOGAN@COJ.NET

June 2, 2022

Daphne Gillyard Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431

Dear Daphne

The information you requested on April 11, 2022 appears below:

Ryals Creek Village Community Development District

0 Registered Voters

If you have any questions or need additional assistance, please contact Robert Phillips at 904-255-3436 or phillips@coj.net.

Sincerely,

Lana Self

Candidate and Records Director

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 CANCELED	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