# RYALS CREEK <br> <br> Community Development <br> <br> Community Development DISTRICT <br> February 7, 2023 <br> <br> BoARD OF SUPERVISORS <br> <br> BoARD OF SUPERVISORS <br> REGULAR MEETING <br> AGENDA 

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 

## AGENDA

LETTER

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

January 31, 2023

Board of Supervisors
Ryals Creek Community Development District

## ATTENDEES:

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

Dear Board Members:
The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on February 7, 2023 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. Update: Memorandum Regarding Retention Requirements for Transitory Messages and Electronic Records Updates

- Consideration of Resolution 2023-01, Adopting Certain Amendments to the District's Records Retention Policy; Addressing Conflicts and Severability; and Providing for Severability and an Effective Date

4. Consideration of Seven Pines Entry Sign Monuments Estimate/Proposal
A. Construction Specialties of North Florida, LLC Builder Estimate \#33045
B. Basham \& Lucas Design Group, Inc., Construction Administration Proposal
5. Consideration of Aquagenix Pond Maintenance Proposal
6. Consideration of Revised ETM Work Authorization to Include CEI Authorization
7. Update: Construction Account Activity
8. Acceptance of Unaudited Financial Statements as of December 31, 2022
9. Approval of October 4, 2022 Regular Meeting Minutes
10. Staff Reports
A. District Counsel: Kutak Rock, LLP

- Boundary Amendment Notice
B. District Engineer: England-Thims \& Miller, Inc.
C. District Manager: Wrathell, Hunt and Associates, LLC
I. Boggy Branch CDD Reimbursement
II. NEXT MEETING DATE: March 7, 2023 at 9:30 AM
- QUORUM CHECK

| J Malcom Jones, III | In Person | Phone | No |
| :---: | :---: | :---: | :---: |
| Riley Skinner | In Person | Рhone | No |
| CHIP SKINNER | In Person | Phone | No |
| Davis Skinner | In Person | Phone | No |
| Chris Eyrick | In Person | Рhone | No |

11. Board Members' Comments/Requests
12. Public Comments
13. 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.

Sincerely,


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\begin{gathered}
\text { FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE } \\
\text { CALL-IN NUMBER: 1-888-354-0094 } \\
\text { PARTICIPANT PASSCODE: } 7821346157
\end{gathered}
$$

Craig Wrathell
District Manager

# RYALS CREEK 

 COMMUNITY DEVELOPMENT DISTRICT

## Katie Buchanan

850.692.7300
katie.buchanan@kutakrock.com

# MEMORANDUM 

TO: $\quad$ Ryals Creek Community Development District
FROM: Katie S. Buchanan

DATE: December 6, 2022
RE: $\quad$ Retention Requirements for Transitory Messages and Electronic Records Updates

On September 18, 2019, the District approved Resolution 2019-09, adopting a policy relating to the retention and disposition of its public records. The District's Record Retention Policy currently remains in full force and effect. In order to ensure the District's record retention practices remain economically feasible and technologically practical, we are offering some clarification regarding the retention period for records of short-term value. Additionally, we propose modifications to designate the electronic record as the official record of the district and allow for disposal of paper duplicate copies unless prohibited by any law, rule or ordinance.

According to the General Records Schedule for State and Local Government Agencies ("GS1-SL") ${ }^{1}$ with which all community development districts must comply, records retention requirements "apply to records regardless of the format in which they reside." ${ }^{2}$ This means that electronic communications, which include emails, instant messages, text messages, multimedia messages, chat messages, social networking, voicemail/ voice messaging, or other communications via electronic messaging technology or device, must be retained in accordance with the applicable section of the GS1-SL. Retention periods for electronic communications "are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted. ${ }^{3}$

Electronic communications "created primarily to communicate information of short-term value" may fall under the Transitory Messages schedule set forth in GS1-SL. ${ }^{4}$ Transitory Messages do not "formalize or perpetuate knowledge and do not set policy, establish guidelines or

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## KUTAKROCK

Page 2
procedures, certify a transaction, or become a receipt." Examples of Transitory Messages include, but are not limited to:

- reminder messages ("don't forget the upcoming meeting");
- email messages with short-lived or no administrative value ("thank you")
- telephone messages lacking content ("Ms. Smith called - please return her call");
- recipient copies of announcements of District sponsored events ("daily events email"); and,
- news releases received by the District strictly for informational purposes and unrelated to District programs or activities.

The retention requirement for Transitory Messages is "[r]etain until obsolete, superseded or administrative value is lost." ${ }^{5}$ For example, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar, at which time the message could be disposed of. In other words, an electronic communication intended for short-term value does not need to be retained once it is no longer needed. Unlike most other public records, the District may dispose of a transitory message once it is obsolete, superseded, or has lost its administrative value without having to document the disposition of the record, unless the record has been microfilmed or scanned and will serve as the record copy. ${ }^{6}$

[^1]
#### Abstract

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.


WHEREAS, Chapter 190, Florida Statutes, authorizes the Ryals Creek Community Development District ("District") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on September 18, 2019, the Board of Supervisors of the Ryals Creek Community Development District ("Board"), adopted Resolution 2019-09 providing for the adoption of the District's Record Retention Policy ("Policy"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2019-09, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2019-09 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
2. AMENDMENT. The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: strickente) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention
guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item \#146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.
3. 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.
4. EFFECTIVE DATE. This Resolution shall take effect as of February 7, 2023.

Introduced, considered favorably, and adopted this 7th day of February, 2023.

## ATTEST:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 



## PERMIT SET <br> AUGUST 15, 2022 SEVEN PINES KERNAN ENTRY

ST. JOHNS COUNTY, FLORIDA


CIVIL ENGINEER England Thims \& Miller
14774 St. Augustine Road 14774 St. Augustine Road (904) $642-8990$






A0.0.0



| GENERAL NOTES <br> 1．Voltage of all light fixtures to be coordinated with contract documents and field conditions． <br> 2．Finishes to be coordinated with architect． <br> 3．Mounting and run lengths to be coordinated with field conditions，architectural drawings，and Manufacturer＇s installation requirements． <br> 4．Contractor to coordinate dimming compatibility with approved dimming controls system． <br> 5．Exact locations of remote drivers to be coordinated with electrical engineer，architectural drawings，and field conditions． <br> 6．All sources to be a minimum of 80 CRI ． <br> 7．All sources to have a minimum lifespan rating of L70 |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
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|  | $\underset{\substack{\text { Entry Signage } \\ \text { Tower }}}{\text { ond }}$ |  to bei installed outo of field of view coordinate exact fixture e engths <br>  instuctions，and field condtions．Fixture profilie（with clipip to be <br>  <br>  requirements，and field conditions．Provide all neecessay hardware and a caessonies for complete and approved instalation． 7 y year warranty． |  | Diodeled＂STREAMLITE WET LOCATION DIFFUSED LINEAR LIGHT＂ <br> Fixture：DI－24V－STMLT4－W－30－LENGTHS PER DWGS－FINISH－MC－ELV－DELIVERY <br> Driver：D1－TD－24V－96W <br> Accessories：DI－WL－EC＋DI－WL－EC＋DI－0754 | perIf | $378 \mathrm{~m} / \mathrm{tr}$ | $\left\lvert\, \begin{gathered} \text { UL Listed for } \\ \text { wet locations; } 1 \mathbb{P} \\ 65 \end{gathered}\right.$ |  | ${ }_{\text {Dimining }}^{\text {El }}$ | 24 V | 5w／F |


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(6) ENTRY SIGN - SECTION $\frac{\text { salk } 3 / 4 /=1-T^{-0}}{}$
(5) WOOD POST DETAIL


CONSTRUCTION
SPECIALTIES
OF NORTH FLORIDA

Dear Valued Customer,
Hello! My name is David Hacker. I'm the owner of Construction Specialties. I just want to take a minute to thank you for your interest in working with us. It has likely taken a decent amount of time between you and your sales representative to get the specifications, price, and scope of work exactly where they need to be to get to this point. I'd like to outline just a few items to ensure we are kicking this project off on the right foot \& that we will be able to meet your expectations.

1. Please review all of these documents very closely and bring up any items that may have been addressed verbally that are not noted or if something is noted that is inaccurate. This could be where to place materials deliveries, special conditions for pets, use of existing equipment, etc. These job documents are what will be turned over to our production team. If something is missing or inaccurate from these documents, we need to adjust them.
2. If you have renderings supplied in this contract, please know that they are just a generic visual representation of what will be built. We try to get these as close as possible, and usually they are right on, but there are some constraints from site conditions and engineering that may prevent us from building it exactly to the renderings. If you have any questions as to their accuracy, please let us know!
3. My intention is not to scare you with this one, but more than likely something will go wrong on your job. It could be a cut sprinkler, back-ordered material, delays in labor, or you may just not like the look of something. Please know that your experience is important to us, and when an issue surfaces, we will take care of it.
4. Depending on the size of your project, there could be over a dozen parties involved; from manufacturer's, distributors, carpenters, installers, and tradesman. We do our best to communicate our schedule to all parties, but may be instances where a team member comes earlier, or later, than expected. Your flexibility is much appreciated!
5. We work with some of the best team members in town. Each of these crews, employees, and managers have their specialty, and their own schedules. There may be days where there is no work taking place while we have crews finishing the job they are on. Our goal is to keep them on your job until completion.

Again, my intention is not to scare you, but just to bring up some of the realities of a construction project. Construction is still one of the few things that is built by hand, and people do make mistakes. If you have any questions about these, or would like to discuss further, please reach out to your sales representative, or don't hesitate to contact me personally. Thanks again, we are looking forward to serving you!

David Hacker
Owner, Construction Specialties
dhacker@csnfllc.com
904-900-5552

## CONSTRUCTION SPECIALTIES OF NORTH FLORIDA, LLC TERMS \& CONDITIONS

Thank you for selecting Construction Specialties of North Florida, LLC (hereinafter "CONSTRUCTION SPECIALTIES") to perform exterior improvements on your residence. The Contract to perform the work indicated in CONSTRUCTION SPECIALTIES's estimate and approved by the Owner consists of the following terms and conditions:

1. SERVICES TO BE PERFORMED: Owner contracts with CONSTRUCTION SPECIALTIES to perform certain exterior improvements as more specifically described in the Estimate furnished to and approved by Owner. All work shall be performed by CONSTRUCTION SPECIALTIES to the quality of workmanship generally found in North East Florida.
2. PERFORMANCE OF THE WORK: CONSTRUCTION SPECIALTIES agrees to commence and complete the work within a commercially reasonable amount of time. To the extent that the work involves any staining, sealing, painting, or coating of any kind, the Estimate shall only include one coat of stain, seal, paint, or coasting unless otherwise stated therein. Owner understands and agrees that concrete is inherently brittle and will crack, and therefore, agrees that CONSTRUCTION SPECIALTIES is not liable for any cracks that appear in installed concrete. CONSTRUCTION SPECIALTIES represents that it will use reasonable practices in the installation of any concrete surfaces to minimize visual cracking.
3. LIMITATIONS AND GENERAL CONDITIONS:
a NON-STRUCTURAL MATTERS: Contractor shall not be responsible or liable for stress or settlement cracks in any material supplied by Contractor where same does not threaten structural integrity.
b TANGIBLE PERSONAL PROPERTY: Contractor shall have no responsibility or liability for damage or loss to Owner's tangible property on the premises, except for Contractor's intentional or negligent acts.
c PATCHING AND MATCHING: The color, texture, and planes between existing and new materials may not match exactly, but Contractor will use due diligence to obtain such matching as close as reasonably possible. Owner acknowledges that patching may be detectable.
4. TERMS OF PAYMENT: Owner shall pay CONSTRUCTION SPECIALTIES the price agreed upon by both parties as expressed in the Estimate. An initial payment of $50 \%$ of the agreed upon price is due upon acceptance of the Estimate by the Owner. The balance of the contract shall be due upon substantial completion of the work and the original credit card on file may automatically charged balance due. Owner payment information may be stored for final substantial completion payment(s). In the event that Owner disputes any of the work performed by CONSTRUCTION SPECIALTIES, Owner shall notify CONSTRUCTION SPECIALTIES in writing, via email to dhacker@csnfllc.com and certified U.S. Mail, return receipt requested within three (3) calendar days and sufficiently described the aspects of the work disputed by Owner. CONSTRUCTION SPECIALTIES shall determine whether the disputed work is validly disputed and the provide Owner an estimated cost of completing the validly disputed work. Any financial information on file associated to Owner may be used to pay full balance of the contract, minus estimated cost of validly disputed work as determined by Construction Specialties.
5. COLLECTION: Owner understands and agrees to pay all costs and expenses associated with collection of any unpaid money due for liquidated claims under this Agreement, including all attorneys' fees, costs of investigations, litigation, alternative dispute resolution, trial, bankruptcies, and appeals.
6. INTEREST: A finance charge of $1.5 \%$ per month will be added to all amounts not paid when due.
7. RIGHT OF ACCESS: Owner grants to CONSTRUCTION SPECIALTIES, its employees, principals, subcontractors, and suppliers the right to access the property for the purpose completing the work contemplated by this Agreement.
8. UTILITIES. Owner shall furnish and pay for all utilities necessary for the performance of this contract, including but not limited to, water, sewer and electricity.
9. YARD DEBRIS REMOVAL, LANDSCAPING AND SPRINKLERS: The removal of yard (non-construction) debris, existing landscaping and sprinkler system (if any), and other site development costs, shall be the responsibility and expense of the Owner, unless otherwise described in the Estimate. Landscaping can be damaged in the general course of construction and damages to landscaping shall be the responsibility and expense of the Owner.
10. DEMOLITION OF SCREEN ENCLOSURES: Damages to exteriors, such as stucco and paint, due to the normal course of demolition are typical and shall be the responsibility and expense of the Owner to have repaired by relevant contractor.
11. PAVERS AT COLUMNS: Hardie siding trim at collars may need to be removed due to need to maintain a minimum between new pavers and column trim. Replacing and repairing removed siding is not included in original contract unless stated and priced explicitly.
12. LIEN NOTICES FROM VENDORS, SUPPLIERS, AND MANUFACTURERS: In the normal course of construction, it is common for some vendors, suppliers, and manufacturers to send lien notices direct to customers while projects are still under construction. However, there is no risk of lien from these vendors, suppliers, and manufacturers when the deposit has been made and final payment is made upon substantial completion of the project. Vendors, suppliers, and manufacturers often have automated systems that send such notices when materials have been purchased and an address has been logged for warranty purposes.
13. INCORPORATION: This Agreement expressly supersedes any understandings or agreements not specifically incorporated herein. This Agreement constitutes the entire Agreement between Owner and CONSTRUCTION SPECIALTIES, and there are no other Agreements or understandings concerning the work which are not fully set forth herein or in the Estimate.
14. TERMINATION FOR CONVENIENCE: CONSTRUCTION SPECIALTIES reserves the right to terminate any portion of the work contemplated under this Agreement or the work in its entirety for any reason, or for no reason at all, at any time prior to the work being performed.
15. TERMINATION FOR CAUSE: Owner shall not have the right to terminate this Agreement for cause unless CONSTRUCTION SPECIALTIES is provided with written notice of default via email to dhacker@csnfllc.com and certified mail, return receipt requested ten (10) business days prior to termination. Notice of default is not effective until actual receipt by CONSTRUCTION SPECIALTIES is confirmed via certified mail. During the aforementioned notice period, Owner shall afford CONSTRUCTION SPECIALTIES a good-faith opportunity to correct any alleged breach of this Agreement. In the event that Owner terminates this Agreement without providing Owner the aforementioned notice and opportunity to correct, Owner understands and agrees that such action shall constitute a waiver of any and all claims for damages that could have been asserted by Owner and any and all defenses to nonpayment of CONSTRUCTION SPECIALTIES for the work performed.
16. DELAY: This Agreement anticipates that CONSTRUCTION SPECIALTIES will be allowed to complete its work without interruption or interference. Any such disruption to the performance of CONSTRUCTION SPECIALTIES' scope of work may result in additional charges by CONSTRUCTION SPECIALTIES to Owner for extended general conditions, home office overhead, or direct costs incurred by CONSTRUCTION SPECIALTIES. CONSTRUCTION SPECIALTIES shall not be liable to Owner for damages related to any delay.
17. SAVINGS CLAUSE: If any provision(s) of this Agreement is declared invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in such a fashion as to effectuate the purpose and intent of this Agreement. The laws of the State of Florida govern this Agreement and any actions for breach of the Terms of this Agreement shall be commenced in a court of competent jurisdiction within the State of Florida.
18. MODIFICATION OF THIS AGREEMENT: This Agreement may not be modified except in writing.
19. ANTI-WAIVER: CONSTRUCTION SPECIALTIES' failure, either intentional or otherwise, to enforce any provision in this Agreement shall not constitute of waiver of said provision.
20. DISPUTE RESOLUTION: Owner understands and agrees that any disputes related to CONSTRUCTION SPECIALTIES' performance of any work under this Agreement shall be attempted to be resolved through voluntary mediation administered by the American Arbitration Association as a condition precedent to any binding dispute resolution. The parties agree that CONSTRUCTION SPECIALTIES may directly bring any claims against Builder for nonpayment in a court of competent jurisdiction without the pre-suit mediation requirement. This agreement shall be governed by the laws of the State of Florida. The parties hereby agree that venue for any disputes shall be in Duval County, Florida. The parties hereby waive their right to a jury trial for any and all claims arising hereunder or arising from or related to CONSTRUCTION SPECIALTIES' performance of the work, whether in contract, tort, or equity.
21. WARRANTIES BY CONTRACTOR. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, EXCEPT AS STATED HEREIN. ALL STATED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
a Except as provided in (b), Contractor warrants that the labor and materials supplied by Contractor and used in performing this contract will be free of defects for a period of one (1) year from the date of the substantial completion.
b Owner agrees to rely solely on the warranties, if any, of the respective manufacturers of all appliances and equipment included in the property improvements, unless the defect is caused by the improper installation of such appliances or equipment.
c Owner understands and agrees that Contractor's liability whether in contract, tort, under this warranty or otherwise is limited to repair or replacement of any work found not in conformance with the terms of this limited warranty. Contractor expressly disclaims liability for all incidental and consequential damages.
LIMITATION OF LIABILITY: Owner agrees that CONSTRUCTION SPECIALTIES's liability under this agreement, regardless of the nature of Owner's claim against CONSTRUCTION SPECIALTIES arising out of, from, or related to the performance of the work under this Agreement, shall be limited to the contract sum paid to CONSTRUCTION SPECIALTIES for the work performed under this Agreement. Owner expressly waives any right to seek special, exemplary, consequential, or incidental damages against CONSTRUCTION SPECIALTIES regardless of the nature of the claim. CONSTRUCTION SPECIALTIES shall not be liable to Owner for any cracks that form in any driveways or sidewalks that result from the delivery of materials to the residence. CONSTRUCTION SPECIALTIES shall not be liable to Owner for any landscaping damage or degradation that result from the delivery of materials and work performed to the residence.
22. LIEN LAW DISCLOSURE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
23. HOME OWNER ASSOCIATIONS (HOAs): It is the sole responsibility of the Owner to secure HOA authorization prior to construction. Contractor shall not be held liable for fees or other actions taken by HOA for denial of application for part or all of the project.
24. CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

| Date | Estimate \# |
| :---: | :---: |
| $11 / 21 / 2022$ | 33045 |


| Name / Address | Project | P.O. No. |
| :--- | :---: | :---: |
| Ryals Creek CDD <br> c/o AC Skinner III <br> 2963 Dupont Avenue <br> Jacksonville, FL 32217 |  |  |
|  | Chairman Signage |  |


| Phone \# |
| :---: |
| (904) 900-5552 |
| Rep |
| DH |


| Item | Description |  |  | Total |
| :---: | :---: | :---: | :---: | :---: |
| Hardscapes | Entry Towers <br> Quantity (2) <br> Includes: Permits, equipment, survey, scaffolding, footings, block, brick, LED lighs, 96 W drivers, signage, access door. <br> Brick to be selected from CASH based on current selection of reclaimed productssee attached. <br> Electrical service to be provided within sign locations by others. Construction Specialties to contract electrical connections. |  |  | 264,885.02 |
| Hardscapes | Entry Sign <br> Quantity (1) <br> Includes: Permits, equipment, survey, footings, block, brick, signage, access door. Brick to be selected from CASH based on current selection of reclaimed productssee attached. <br> Wood to be PT Pine with factory applied stain to match DWH / ICI Community. <br> Estimate assumes brick rowlock caps on columns at sign, as built in DWH / ICI Community. Add $\$ 1800$ for pre-cast concrete caps as shown in plans. |  |  | 29,845.00 |
|  | PROPOSED DRAW SCHEDULE: <br> $50 \%$ When permit received, block \& brick have been delivered $50 \%$ Per item once complete <br> - $\$ 66,221.25$ / Tower <br> - $\$ 14,922.50$ for Sign |  |  |  |
|  | 12/12/22 UPDATE <br> -Removed cost for survey on towers \& sign <br> -Reduced labor to cut slot in brick for recessed lighting <br> -Added cost of extruded aluminum J channel |  |  |  |
| World Headquarters | E-mail | Web Site | Total |  |
| Jacksonville, FL 32207 | dhacker@ csnfllc.com | www.csnfllc.com |  | \$29,730.02 |

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 



PLANNING
ARCHITECTURE
LANDSCAPE ARCHITECTURE
GRAPHICS

## PROPOSAL FOR:

Seven Pines
Sign Monuments Construction Administration
Jacksonville, FL
Project \# 22-28A
To: Ryals Creek Community Development District
Date: December 12, 2022 c/o Chip Skinner
2963 Dupont Ave.
Jacksonville, FL 32217

## Dear Chip,

Thank you for the opportunity to submit our professional design service proposal. The following services are for construction administration including shop drawing review and typical construction administration services.

Part 1: \$3,800 $\qquad$
Shop Drawing Review
A. Review of shop drawings to verify their accuracy and compliance with our construction documents.
B. Distribution of shop drawings to applicable consultants that are under our contract.
C. Mark-up copies for Contractor distribution (does not include review of civil submittals).

Part 2: Hourly @ \$125/hr. $\qquad$ (Not to exceed \$5,000) Construction Administration
A. Review "Certificate of Payment"
B. Review change orders and respond to RFI's
C. Attend on-site meetings as requested. Trips to the site will be invoiced @ $\mathbf{\$ 3 0 0}$ per trip, per design professional (5 month construction duration so estimating 10 trips).
D. Perform inspections and initiate corresponding inspection reports if necessary.
E. Creating clarification details.
F. Creating alternate details.
*Note: This does not include Owner modifications and/or additions to the plans after completion of the construction documents submitted for permit.

Part 3: \$1,200 per trip $\qquad$
Structural Engineer Site Inspection
A. We shall engage our structural engineer to visit the site and review structural steel prior to concrete pour. Issuance of inspection report.

The following narrative describes our limits of scope and services for construction administration: BASHAM \& LUCAS DESIGN GROUP, INC. ("BLDG") shall perform the services limited to and specifically defined in this Agreement, BLDG shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their
contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by BLDG.

The review of contractor submittals (for example, shop drawings or project samples) is not included in BLDG's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by BLDG (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. BLDG's review is not a peer review and shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. BLDG's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, BLDG shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by BLDG.

Neither site visits for any purpose nor the observation by BLDG of any contractor's work are included in BLDG's scope of services unless specifically set forth in this Agreement. If BLDG is engaged to visit the site and conduct observations of a contractor's work, BLDG shall provide such services at the intervals agreed with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as BLDG deems appropriate), subject to any limitations on the number of such visits set forth in this Agreement. The purpose of such observations is to become generally familiar with the progress and quality of the construction work or described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. BLDG shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an architect, BLDG shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor and has the right to authority to reject work that does not conform to the construction documents. Notwithstanding the forgoing, BLDG shall not be responsible for, the acts or omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If BLDG's scope of services includes providing such observation services on a full-time basis, BLDG shall endeavor to provide further information to the Client concerning BLDG-observed defects and deficiencies in the work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities or obligations of BLDG as described elsewhere in this Agreement, including this paragraph.

## END OF SCOPE

## Not included in our Scope of Services:

A. Civil, Environmental or Geo-technical Engineering shop drawing review
B. Shop Drawing Preparation
C. As-built construction document

PLANNING
ARCHITECTURE
LANDSCAPE ARCHITECTURE
GRAPHICS
D. Construction Administration including project representation and construction observation on a full time basis.

The above services will be performed for the fees indicated after each item.. Payments to Basham \& Lucas Design Group, Inc. shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of $18 \%$ annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please return the signed proposal and we will begin immediately.

Sincerely,


Paul M. Basham

Accepted by:

Authorized Agent
Date

# RYALS CREEK 

 COMMUNITY DEVELOPMENT DISTRICT


## A quagenix <br> 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

A quagenix
A DCS Company

## DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 1/31/2023 is made between DeAngelo Contracting Services and Ryals Creek CDD as described as follows:

Ryals Creek CDD<br>Butler and Kernan<br>Jacksonville, FL<br>Contact: Chip Skinner chip@skinnerrealty.com

1. Site Locations:

DCS will provide aquatic management services on behalf of Ryals Creek CDD in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

Lake Mary Virginia 12 acres
Pond G 1.25 acres
2. Contract Services: Ryals Creek CDD 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
> Treatment to a manageable level of floating aquatic vegetation
$>$ Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
$>$ 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 $\mathbf{\$ 5 , 4 0 0 . 0 0}$ that will be invoiced monthly at $\mathbf{\$ 4 5 0 . 0 0}$
We will perform 12 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

## Contract terms:

The term of this Agreement shall be 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 firstclass 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

## PRINT NAME

1/31/2023
DATE

CUSTOMER

## PRINT NAME

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.


# RYALS CREEK 

 COMMUNITY DEVELOPMENT DISTRICT
# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT WORK AUTHORIZATION NO. 1 <br> ADDENDUM NO. 1 <br> Southeast Quadrant Master Infrastructure <br> TMA Roads IA \& IB <br> Program Management and CEI <br> Scope of Services \& Fee Schedule 

## Scope of Work

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

## A. Construction Phase - Project Management Services (Roadway \& Utilities)

On site project representation providing quality assurance and project coordination with roadway contractor and associated various subcontractor crews. Services include:

- Administration of progress meetings/minutes
- Engineering support/interpretation
- Site analysis for pay request review and approval certifications
- Change Order Processing (including negotiations and entitlement analysis)
- Project correspondence
- Construction conflict resolution
- Material testing (by others) review/approval
- Coordination of site underdrain analysis with geotechnical engineer
- Addressing for electric meters for site service load improvements (i.e. pumps, meters, signals, lighting, etc.)
- Monthly as-built review
- Partial lien release coordination
- Coordination with Permitting Authorities (including FDOT, City of Jacksonville, SJRWMD, etc.).

Also includes required regulatory pre-work meetings for critical work elements such as environmental protection, implementation of MOT phases, asphalt paving, lift station start ups, etc.

## B. Construction Phase - Inspection Services (Roadway \& Utilities)

ETM will provide required inspections for certification of storm drainage and sewer and water main systems as well as tracking of unsuitable soil removal/replacement.

Note: The City of Jacksonville and JEA will provide on-site inspection necessary to ensure quality of work.

## C. Signalization/Drilled Shaft Inspections

ETM will provide IMSA and CTQP inspection resources as required by COJ for the installation of signalized intersections within the City of Jacksonville right of way (TMA Road \& Residential Access Road). A total of eight (8) drilled shaft foundations will be constructed. Scope of work includes review and approval of required drilled shaft installation plans, coordination and administration of required drilled shaft pre-construction meetings, coordination with COJ traffic engineering, review of signalization shop drawings, review of any CSL
tube testing (by others) for drilled shaft integrity, anchor bolt pattern alignment verification, compliance with ADA requirements and the inspection of installed electrical conduit, controller assembly, cable and steel masts for signalized intersections. Also includes coordination of electrical power for signal cabinets and intersection lighting.

## D. Landscape/Irrigation/Hardscape Coordination

To help ensure landscape success, landscape material will be properly vetted and experienced landscape architect, arborist and inspection staff will be provided to periodically inspect the installation of landscape, irrigation and hardscape and review the staging and maintenance of perishable materials stored on site. Inspections will include verification of soil conditions conducive to landscape growth (i.e. no limerock in planted areas) as well as required pH and organics testing. Includes coordination of any required mock-up reviews by the Owner (pavers, etc.), landscape material selection, accent landscape lighting selection around tree preservation areas, identification and coordination of the installation of irrigation sleeves prior to roadway construction and addressing any electrical service coordination. Includes addressing for electric meters for pump and/or other service load installations.

## E. Final Inspections

Scheduling and conducting pre-final and final inspections with contractor and specialty subcontractors as well as required regulatory agencies. Anticipated final inspections include: CDD/Owner, FDOT R/W, JEA improvements, City of Jacksonville, SJRWMD Stormwater Ponds, Irrigation, Landscaping and Hardscape. Includes coordination of receipt of written acceptance from regulatory agencies of completed punch list items. Work effort also includes conducting final inspections, transmitting punch lists for completion and verification of completion of all punch lists prior to issuance of final acceptance and/or final payment.

## F. Regulatory Closeout Services

- Review of contractor as-built documents. It is anticipated that multiple reviews will be required for closeout
- Preparation of Certifications of Completion for the following
- FDEP Water,
- FDEP Sewer
- FDEP Reclaim
- JEA
- City of Jacksonville
- SJRWMD
- FDOT
- Final Inspection coordination with permitting authorities
- Coordination for release of Surety Bonds
- Release of escrow accounts
- Review of Prime and Subcontractor Final Lien Releases
- Coordination/Preparation of any required Maintenance or Warranty Bonds for CDD, COJ, JEA and FDOT


## G. Easement Coordination

ETM will assist in the coordination effort with the proposed utility easements that will be required for JEA, AT\&T, TECO and Comcast.

HOURLY FEE.
.(NOT TO EXCEED \$7500.00 FOR 6 MONTHS
starting November 2022)

## SERVICES NOT INCLUDED

1. Engineering/Structural Design and Permitting Services
2. Wetland/Mitigation Design and Permitting Services
3. Quality Control Materials Testing Services
4. Geotechnical Investigations (including site underdrain analysis, groundwater analysis, etc.)
5. OSHA or other Regulatory Safety Inspections
6. Landscape, Hardscape, Signage, Street Lighting or Irrigation Design and Permitting Services
7. Permitting \& Permit Fees
8. Surveying and Construction Stakeout
9. Wetland Delineation
10. Final Signed \& Sealed As built Survey and Certifications
11. Warranty Inspections
12. Field Office Set up/expenses

Additional services may be provided upon request at the current ETM hourly rates.
Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus $15 \%$.

## Approval

Submitted by:
Date: 2023
England, Thims \& Miller, Inc.
Approved by:
Ryals Creek Community Development District

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 



## RYALS CREEK CDD CONSTRUCTION ACCOUNT ACTIVITY BOGGY BRANCH INTERLOCAL AGREEMENT

Interlocal funding agreement commitment amount

## 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 $\qquad$
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 (ICl 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 $\$ 6.4 \mathrm{M}$ bucket, however, they have since been funded by the $\$ 5.6 \mathrm{M}$ bucket, which is reflected as a transfer out on this schedule. Details for this total can be found on the $\$ 6.4 \mathrm{M}$ schedule. <br> ${ }^{2}$ See Interlocal Agreement tab for details |  |  |  |  |
|  |  |  |  |  |
| ${ }^{4}$ If this amount is negative then the shortfall will be funded from other sources (starting with the $\$ 6.4 \mathrm{M}$ bucket) |  |  |  |  |

## Remaining amounts to collect/request from ICI:



## RYALS CREEK CDD

CONSTRUCTION ACCOUNT ACTIVITY CONSTRUCTION DRAWS (initially \$6.4M)

Funds received
$12 / 23 / 2020$
$10 / 26 / 2021$
$10 / 26 / 2021$
$10 / 26 / 2021$
$12 / 22 / 2021$
$12 / 22 / 2021$
$2 / 24 / 2022$
$2 / 24 / 2022$
$3 / 16 / 2022$
$3 / 19 / 2022$
$4 / 20 / 2022$
$4 / 20 / 2022$
$5 / 9 / 2022$
$6 / 28 / 2022$
$7 / 29 / 2022$
$7 / 29 / 2022$
$8 / 1 / 2022$
$9 / 2 / 2022$
$9 / 2 / 2022$
$9 / 2 / 2022$
$9 / 16 / 2022$
$9 / 16 / 2022$
$10 / 10 / 2022$
$12 / 6 / 2022$
$12 / 12 / 2022$

| Initial Construction Funds | $\$ 6,467,000.00$ |
| :--- | ---: |
| Parcel 9 lot closing - Completion of Master Infrastructure | $2,500,000.00$ |
| Parcel 9 lot closing - TMA Trip Revenue | $378,840.00$ |
| Parcel 9 lot closing - Fill Dirt Costs | $107,100.00$ |
| Parcel 10 lot closing - TMA Trip Revenue | $454,608.00$ |
| Parcel 10 lot closing - Completion of Master Infrastructure | $2,150,000.00$ |
| TMA Trip Revenue | $23,629.18$ |
| TMA Trip Revenue | $47,258.36$ |
| TMA Trip Revenue | $2,953.65$ |
| TMA Trip Revenue | $44,304.71$ |
| TMA Trip Revenue | $11,814.59$ |
| TMA Trip Revenue | $17,721.90$ |
| JEA Water Main Purchase Order | $395,820.94$ |
| TMA Trip Revenue | $8,860.95$ |
| TMA Trip Revenue | $2,953.65$ |
| TMA Trip Revenue | $8,860.95$ |
| TMA Trip Revenue | $41,351.07$ |
| TMA Trip Revenue | $11,814.60$ |
| TMA Trip Revenue | $11,814.60$ |
| TMA Trip Revenue | $11,814.59$ |
| TMA Trip Revenue | $14,768.24$ |
| TMA Trip Revenue | $20,675.55$ |
| TMA Trip Revenue | $8,860.95$ |
| TMA Trip Revenue | $5,907.30$ |
| TMA Trip Revenue | $11,814.60$ |

Total Construction Funds

## 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 | $(10,117.80)$ |
| 4/29/2022 | 69 | GP Materials, Inc. | (9,476.73) |
| 5/13/2022 | 70 | Vallencourt Construction Company, Inc. | $(351,269.59)$ |
| 5/13/2022 | 71 | England, Thims \& Miller | $(45,875.00)$ |
| 5/13/2022 | 72 | GP Materials, Inc. | $(32,169.46)$ |
| 5/13/2022 | 73 | Cash Building Material | $(10,890.50)$ |
| 5/27/2022 | 74 | Vallencourt Construction Company, Inc. | (691,797.02) |
| 5/27/2022 | 75 | GP Materials, Inc. | $(10,160.82)$ |
| 5/27/2022 | 76 | England, Thims \& Miller | $(53,274.09)$ |
| 6/27/2022 | 77 | Vallencourt Construction Company, Inc. | (389,677.36) |
| 6/27/2022 | 78 | Onsight Industries | $(23,358.07)$ |
| 6/27/2022 | 80 | Vallencourt Construction Company, Inc. | $(438,380.02)$ |
| 6/27/2022 | 81 | England, Thims \& Miller | $(44,053.21)$ |
| 7/20/2022 | 79 | Cash Building Material | $(6,554.30)$ |
| 8/1/2022 | 82 | Vallencourt Construction Company, Inc. | $(503,352.21)$ |
| 8/1/2022 | 83 | England, Thims \& Miller | $(44,583.16)$ |
| 9/1/2022 | 84 | Vallencourt Construction Company, Inc. | $(185,881.00)$ |
| 9/1/2022 | 85 | Cash Building Material | $(5,247.20)$ |
| 9/1/2022 | 86 | England, Thims \& Miller | $(32,924.07)$ |
| 9/1/2022 | 87 | Basham \& Lucas Design Group, Inc. | (9,800.00) |
| 10/7/2022 | 88 | Vallencourt Construction Company, Inc. | $(163,552.96)$ |
| 10/7/2022 | 89 | Cash Building Material | $(14,242.65)$ |
| 10/11/2022 | 90 | ECS of Florida | $(1,800.00)$ |
| 11/8/2022 | 91 | Vallencourt Construction Company, Inc. | $(299,964.29)$ |
| 11/8/2022 | 92 | England, Thims \& Miller | (4,617.30) |
| 12/2/2022 | 93 | Basham \& Lucas Design Group, Inc. | (4,600.00) |
| 12/2/2022 | 94 | England, Thims \& Miller | (307.50) |
| 12/2/2022 | 95 | JEA | $(88,189.00)$ |

Total Cash Available (Excluding Retainage Payable)
Retainage Payable

| 8/20/2021 | 35 | Vallencourt Construction Company, Inc. |
| ---: | :---: | :--- |
| $11 / 8 / 2021$ | - | Transfer in |
| $3 / 17 / 2022$ | $62 \& 63$ | Vallencourt Construction Company, Inc. |
| $3 / 24 / 2022$ | - | Transfer out |
| $5 / 13 / 2022$ | 70 | Vallencourt Construction Company, Inc. |
| $5 / 27 / 2022$ | 74 | Vallencourt Construction Company, Inc. |
| $6 / 27 / 2022$ | 77 | Vallencourt Construction Company, Inc. |
| $6 / 27 / 2022$ | 80 | Vallencourt Construction Company, Inc. |
| $8 / 1 / 2022$ | 82 | Vallencourt Construction Company, Inc. |
| $9 / 1 / 2022$ | 84 | Vallencourt Construction Company, Inc. |
| $9 / 30 / 2022$ | 88 | Vallencourt Construction Company, Inc. |
| $11 / 8 / 2022$ | 91 | Vallencourt Construction Company, Inc. |

$(473,421.07)$
Total Available/(Shortfall): Assuming all Obligations Paid
4,623,070.12
*These amounts were initially funded from the $\$ 6.4 \mathrm{M}$ bucket, however, they have since been funded by the $\$ 5.6 \mathrm{M}$ bucket, which is reflected as a transfer in on this schedule

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 

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\begin{gathered}
\text { UNAUDITED } \\
\text { FINANCIAL } \\
\text { STATEMENTS }
\end{gathered}
$$

## RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS

UNAUDITED
DECEMBER 31, 2022

## RYALS CREEK <br> COMMUNITY DEVELOPMENT DISTRICT <br> BALANCE SHEET <br> GOVERNMENTAL FUNDS <br> DECEMBER 31, 2022

## ASSETS

Cash
Due from Sawmill Timber LLC
Total assets

| General Fund | Capital Projects Fund | Total Governmental Funds |
| :---: | :---: | :---: |
| \$ 58,970 | \$5,096,491 | \$ 5,155,461 |
| 75,478 | - | \$ 75,478 |
| \$ 134,448 | \$5,096,491 | \$ 5,230,939 |

## LIABILITIES AND FUND BALANCES

Liabilities:
Accounts payable
Retainage payable
Due to Landowner
Accrued wages payable
Accrued taxes payable
Landowner advance
Total liabilities

## DEFERRED INFLOWS OF RESOURCES

Deferred receipts
Total deferred inflows of resources

Fund balances:
Restricted for:
Debt service
Capital projects
Unassigned
Total fund balances
Total liabilities and fund balances

|  |  | 4,623,070 |  | 4,623,070 |
| :---: | :---: | :---: | :---: | :---: |
|  | $(10,270)$ | - |  | $(10,270)$ |
|  | $(10,270)$ | 4,623,070 |  | 4,612,800 |
| \$ | 134,448 | \$5,096,491 | \$ | 5,230,939 |

# RYALS CREEK <br> COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND <br> STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2022 

|  | Current <br> Month |  | Year to Date |  | Budget |  | \% of Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| REVENUES |  |  |  |  |  |  |  |
| Assessment levy: on-roll - net | \$ | - | \$ | 35,253 | \$ | 35,253 | 100\% |
| Assessment levy: off-roll |  | 26,983 |  | 26,983 |  | 204,922 | 13\% |
| Interlocal - Boggy Branch CDD |  | - |  | - |  | 42,947 | 0\% |
| Total revenues |  | 26,983 |  | 62,236 |  | 283,122 | 22\% |

## EXPENDITURES

Professional \& administrative

| Supervisors | - |  | 7,536 | 0\% |
| :---: | :---: | :---: | :---: | :---: |
| District engineer | 2,242 | 2,242 | 10,000 | 22\% |
| District counsel | - | - | 25,000 | 0\% |
| District management | 3,000 | 9,000 | 36,000 | 25\% |
| Printing \& binding | 42 | 125 | 500 | 25\% |
| Legal advertising | 97 | 97 | 1,500 | 6\% |
| Legal fees | 9,162 | 9,162 | - | N/A |
| Postage | - | - | 500 | 0\% |
| Audit | - | - | 3,575 | 0\% |
| Insurance - GL, POL | - | 5,563 | 5,500 | 101\% |
| Miscellaneous- bank charges | - | - | 500 | 0\% |
| Website |  |  |  |  |
| Hosting \& development | - | - | 705 | 0\% |
| ADA compliance | - | 210 | 210 | 100\% |
| Annual district filing fee | - | 175 | 175 | 100\% |
| Office supplies | - |  | 500 | 0\% |
| Utility | 17,681 | 17,681 | - | N/A |
| Total professional \& administrative | 32,224 | 44,255 | 92,201 | 48\% |
| Field operations - Shared ${ }^{1}$ |  |  |  |  |
| Field management | 300 | 900 | 6,000 | 15\% |
| O\&M accounting | - | - | 3,400 | 0\% |
| Stormwater management |  |  |  |  |
| Street lights | - | - | 7,005 | 0\% |
| Effluent supply | - | - | 18,782 | 0\% |
| Landscape |  |  |  |  |
| Maintenance contract | - | 4,562 | - | N/A |
| Irrigation repairs | 155 | 155 | - | N/A |
| Phase 1A | 3,250 | 9,000 | 45,500 | 20\% |
| Phase 1A Mulch |  | 12,400 | 18,900 | 66\% |
| Phase 1B | - | - | 38,000 | 0\% |
| Phase 1B mulch | - | - | 27,048 | 0\% |
| Roadway maintenance | - | - | 25,000 | 0\% |
| Total field operations | 3,705 | 27,017 | 189,635 | 14\% |

## Other fees \& charges

Tax collector
Total other fees \& charges


## RYALS CREEK <br> COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2022

|  | Current Month | Year to Date | Budget |  | \% of Budget |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Excess/(deficiency) of revenues over/(under) expenditures | $(8,946)$ | $(10,270)$ |  | 1 |  |
| Fund balances - beginning | $(1,324)$ | - |  | - |  |
| Fund balances - ending | \$ (10,270) | \$ (10,270) | \$ | 1 |  |

## RYALS CREEK <br> COMMUNITY DEVELOPMENT DISTRICT <br> STATEMENT OF REVENUES, EXPENDITURES, <br> AND CHANGES IN FUND BALANCES <br> CAPITAL PROJECTS FUND <br> FOR THE PERIOD ENDED DECEMBER 31, 2022

|  | Current Month | Year To Date |  |
| :---: | :---: | :---: | :---: |
| REVENUES |  |  |  |
| TMA trip revenue | \$ 11,815 | \$ | 26,583 |
| Total revenues | 11,815 |  | 26,583 |
| EXPENDITURES |  |  |  |
| Capital outlay | 88,497 |  | 88,497 |
| Total expenditures | 88,497 |  | 88,497 |
| Excess/(deficiency) of revenues over/(under) expenditures | $(76,682)$ |  | $(61,914)$ |
| Fund balances - beginning | 4,699,752 |  | 4,684,984 |
| Fund balances - ending | \$4,623,070 | \$ | 4,623,070 |

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 

## DRAFT

## MINUTES OF MEETING

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Ryals Creek Community Development District held a Regular Meeting on October 4, 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
J. Malcom Jones
Clayton (Riley) Skinner
Chris Eyrick
Davis Skinner
Chair
Vice Chair
Assistant Secretary
Assistant Secretary
Assistant Secretary

## Also present, were:

Ernesto Torres
Katie Buchanan (via telephone)
Jason Crews
Jason Hall

District Manager
District Counsel
Project Engineer
District Engineer

## FIRST ORDER OF BUSINESS

## Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:40 a.m. Supervisors Chip Skinner, Riley Skinner, Davis Skinner and Eyrick were present. Supervisor Jones was not present at roll call.

## SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.
Mr. Torres distributed a revised agenda.

THIRD ORDER OF BUSINESS

Consideration of C.S.S. Landscaping, Inc., Landscape and Irrigation Maintenance Agreement

Mr. Torres presented the Maintenance Services Agreement reflecting October 1, 2022 as the new effective date. Ms. Buchanan reviewed the termination provision and noted additional language required by Florida Statute was included in the Agreement.

Mr. Jones joined the meeting at 9:42 a.m.
Ms. Buchanan asked for the Maintenance Area Map to be sent to everyone and ensure this exhibit is attached to the Agreement. In response to a question, Mr. Crews reviewed the service areas in Phase 1A and stated Phase 1B is still under construction.

> On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor, the C.S.S. Landscaping, Inc., Landscape and Irrigation Maintenance Agreement, was approved.

## FOURTH ORDER OF BUSINESS

Consideration of C.S.S. Landscaping, Inc., Proposals for Landscape Cleanup Services

Mr. Torres presented the executed C.S.S. Landscaping, Inc. (CSSL) proposals for landscape cleanup services, specifically to bushhog at the pond and areas of the Kernan intersection.

On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor, the C.S.S. Landscaping, Inc., Service Proposals, for landscape cleanup services, in a total not-to-exceed amount of $\$ 4,000$, were ratified.

## FIFTH ORDER OF BUSINESS

Authorization for C.S.S. Landscape Monthly Maintenance to Commence October 1, 2022
This item was addressed during the Third Order of Business.

## SIXTH ORDER OF BUSINESS

Discussion: Award of Contract for Construction Services - TMA Road Phase $2 A, 2 B$ and $2 C$

Mr. Crews reviewed the criteria in the Request for Proposals (RFP) package. He distributed the bid results of the two respondents, Vallencourt Construction (Vallencourt) and JB Coxwell Contracting (JBCC). JBCC was the apparent lowest bidder.

Ms. Buchanan stated the Board has the options to evaluate the bids or reject all bids, if the pricing is higher than anticipated. Mr. Chip Skinner supported rejecting all bids, as the bids were substantially higher than the CDD's budget.

Ms. Buchanan will send a notice to the RFP respondents.

> | On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor, |
| :--- |
| rejecting all bid submittals for Construction Services - TMA Road Phase 2A, 2B |
| and 2C, pending a rebid at a later date, was approved. |

Mr. Chip Skinner asked if there were only two respondents. Mr. Hall replied affirmatively and stated about four or five contractors attended the pre-bid meeting but might not have responded due to their workload.

In response to a question about the bid threshold, Ms. Buchanan stated that legislation regarding threshold amounts was repealed. The only limitation now is to ensure a change order is not disproportionate to the original contract.

Mr. Crews suggested obtaining proposals to install $10 \times 6$ box culverts, pavement and extending the utilities crossing the swamp area, before the start of roadway construction. He expects the costs to be about $\$ 6$ million.

Discussion ensued regarding the timeline to complete Phase 1B, benefits of proceeding, having more flexibility negotiating a change order than going to bid, possibly retaining ownership in certain areas for a time instead of turning areas over to the City, tax credits, opening Phase 1B, Lifetime Fitness contract and Baptist's contractual obligations.

The Board agreed for Mr. Crews to discuss a potential change order with Vallencourt Construction and report his findings at the next meeting.

## SEVENTH ORDER OF BUSINESS

## Authorization of Construction for Seven Pines Entrance Sign

Mr. Chip Skinner stated he received the geotechnical documents and was advised this will not require going out to public bid. Mr. Crews stated there is another cost factor in having to remove about $3^{\prime}$ to $4^{\prime}$ of unsuitable materials below grade in the monument area. He was asked to go over a change order with Vallencourt, who is already on site. Mr. Crews suggested ECS Florida, LLC (ECS) oversee the project and inspect and certify the construction, as this will ensure the contractor building the sign knows it was completed in accordance with the plans.

## EIGHTH ORDER OF BUSINESS

Ratification of ECS Florida, LLC Proposal Acceptance Form for Seven Pines Entry Sign

Mr. Torres presented the ECS Proposal Acceptance Form for geotechnical services for the Seven Pines Entry Signs.

> On MOTION by Mr. Jones and seconded by Mr. Eyrick, with all in favor, the ECS Florida, LLC Proposal Acceptance Form for the Seven Pines Entry Signs, was ratified.

## NINTH ORDER OF BUSINESS

## Update: Construction Account Activity

Mr. Torres presented the Construction Account Activity Report and Requisition \#88 to Vallencourt for $\$ 163,552.96$, behind Tab 5 of the agenda package.

Mr. Chip Skinner asked for an update on the construction account versus project completion. Mr. Hall and Mr. Crews stated Vallencourt sent a $\$ 200,000$ change order for additional landscaping and other services compiled over a six-month period, which is under review. Mr. Chip Skinner advised of the decision for the CDD to install landscaping on the north side of Generation Boulevard to compliment what the Developer installed on the south side of the road and to clean up the two islands at Kernan for the Grand Opening on October 20, 2022.

Discussion ensued about adding these areas to the maintenance contract, making a decision about landscaping the two islands at Kernan once the Florida Department of

Transportation (FDOT) completes its project, via a contract with the FDOT, and CSSL revising its maintenance proposal.

Discussion occurred about CSSL's service overlapping with Sunscape who is still working on punch list items, expending $\$ 1,500$ for additional landscaping to fill in sparse areas and reconciling the Construction Account Activity, including changes orders and outstanding construction draws. Once the project is completed, about $\$ 1.5$ to $\$ 2$ million remaining in surplus is anticipated.

## TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2022

Mr. Torres presented the Unaudited Financial Statements as of August 31, 2022.

> On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor, the Unaudited Financial Statements as of August 31, 2022, were accepted.

## ELEVENTH ORDER OF BUSINESS

Approval of August 2, 2022 Public Hearing and Regular Meeting Minutes

Mr. Torres presented the August 2, 2022 Public Hearing and Regular Meeting Minutes. The following change was made:

Line 21 Change "Allens" to "Ellins"

On MOTION by Mr. Chip Skinner and seconded by Mr. Eyrick, with all in favor, the August 2, 2022 Public Hearing and Regular Meeting Minutes, as amended, were approved.

## TWELFTH ORDER OF BUSINESS

## Staff Reports

## A. District Counsel: Kutak Rock, LLP

Ms. Buchanan stated she expects the City to complete its review of the responses to the City's request for information on the updated Boundary Amendment this week; hopefully, it will get first reading at the next City Council meeting. She discussed Mr. Hainline's efforts
providing information to the City's questions about density; once the petition is executed, she expects he will be able to speak to individual Council members about any questions or concerns related to the Boundary Amendment.

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

I. Discussion: Proposal for Drainage and Permitting Changes
II. Discussion: NST Proposals

Mr. Crews presented the ETM and National Stormwater Trust, Inc., proposals. He discussed the scope of work for improving Stormwater Management Facility D (SMF-D) in order to support additional development in Parcel 8 and the other benefits.

> On MOTION by Mr. Eyrick and seconded by Mr. Davis Skinner, with all in favor, authorizing ETM Staff to proceed with Phase 1 Engineering Exploration Services to determine the initial cost of the project, authorizing $\$ 10,000$ of the initial $\$ 70,000$ and authorizing the Chair to enter into discussions for National Stormwater Trust and ETM to explore the permitting and drainage costs, was approved.
C. District Manager: Wrathell, Hunt and Associates, LLC

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

The next meeting will be held on November 1, 2022.

## THIRTEENTH ORDER OF BUSINESS

## Board Members' Comments/Requests

Mr. Chip Skinner asked if there was anything significant to discuss at the next meeting.
It was decided that cancelation of the next meeting will be dependent on the figures for the Vallencourt change orders for the box culverts and geotechnical services to construct signs.

## FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

## FIFTEENTH ORDER OF BUSINESS <br> Adjournment

On MOTION by Mr. Chip Skinner and seconded by Mr. Davis Skinner, with all in favor, the meeting adjourned at 10:55 a.m.
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

215
216
217
218
219 220

Secretary/Assistant Secretary
Chair/Vice Chair

# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 

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\begin{gathered}
\text { STAFF } \\
\text { REPORTS } \\
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\end{gathered}
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## This Instrument Prepared by and return to:

Katie S. Buchanan, Esq. KUTAK ROCK LLP 107 West College Avenue Tallahassee, Florida 32301

## NOTICE OF BOUNDARY AMENDMENT OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

PLEASE TAKE NOTICE that on November 22, 2022, the City Council of the City of Jacksonville, Florida, adopted Ordinance No. 2022-0796, effective November 22, 2022, amending the boundaries of the Ryals Creek Community Development District ("District"). Legal descriptions of the lands currently within the amended boundary of the District are attached hereto as Exhibit "A." The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting the District's registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.416, Florida Statutes.

THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT MAY<br>IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT.

## THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND

 OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.IN WITNESS WHEREOF, this Notice has been executed on this 12th day of December 2022, and recorded in the Official Records of Duval County, Florida.


Fran ${ }_{x} \int_{n+1)}$
Print Name


Katie Buchanan, District Counsel
Ryals Creek Community Development District


Witness
Gable McKu

Print Name

## STATE OF FLORIDA

## COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of $\mathbb{Q}$ physical presence or online notarization this 12 h day of December 2022, by Katie Buchanan, as District Counsel for the Ryas Creek Community Development District, who is personally known to me and did not take the oath.
(NOTARY SEAL)

JENNER GULLS
Comndesion ${ }^{\text {E }}$ GE 338034
Expires September 22, 2023


Comity jells
Notary Public, State of Florida
Print Name: Jennifer Gillis Commission No. GG 338034 Expires: 9 lala
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## EXHIBIT A <br> LEGAL DESCRIPTION



Revied July 21 , 2022
Aprii 30, 2019 Wiork Order No 19.678 .01
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# RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT 

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\text { STAFF } \\
\text { REPORTS } \\
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| Ryals Creek Community Development District |  |  |
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| BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE |  |  |
| LOCATION <br> England-Thims \& Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258 |  |  |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| October 4, 2022 | Regular Meeting | 9:30 AM |
| November 1, 2022 CANCELED | Regular Meeting | 9:30 AM |
| December 6, 2022 CANCELED | Regular Meeting | 9:30 AM |
| January 3, 2023 CANCELED | Regular Meeting | 9:30 AM |
| February 7, 2023 | Regular Meeting | 9:30 AM |
| March 7, 2023 | Regular Meeting | 9:30 AM |
| April 4, 2023 | Regular Meeting | 9:30 AM |
| May 2, 2023 | Regular Meeting | 9:30 AM |
| June 6, 2023 | Regular Meeting | 9:30 AM |
| July 11, 2023* | Regular Meeting | 9:30 AM |
| August 1, 2023 | Regular Meeting | 9:30 AM |
| September 5, 2023 | Regular Meeting | 9:30 AM |

## Exceptions:

July meeting is one (1) week later to accommodate July 4 holiday


[^0]:    ${ }^{1}$ Incorporated by reference in Rule 1B-24.003(1)(a), F.A.C.
    ${ }^{2}$ General Records Schedule for State and Local Government Agencies, Section V, Electronic Records.
    ${ }^{3}$ Id. at Records Retention Schedules, Electronic Communications.
    ${ }^{4}$ Id. at Records Retention Schedules, Transitory Messages, Item \#146.

[^1]:    ${ }^{5}$ Id.
    ${ }^{6}$ See Rule 1B-24.003(9)(d), F.A.C.

