

# **RYALS CREEK**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 2, 2023**

### **BOARD OF SUPERVISORS REGULAR MEETING AGENDA**

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

## **AGENDA**

## **LETTER**

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

April 25, 2023

**ATTENDEES:**

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

Board of Supervisors  
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on May 2, 2023 at 10:00 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of DeAngelo Contracting Services, LLC, d/b/a Aquagenix Agreement for Aquatic Management Services
4. Consideration of Resolution 2023-02, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Update: Construction Account Activity
6. Acceptance of Unaudited Financial Statements as of March 31, 2023
7. Approval of February 7, 2023 Regular Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Kutak Rock, LLP*
  - B. District Engineer: *England-Thims & Miller, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - \_\_\_ Registered Voters in District as of April 15, 2022
    - NEXT MEETING DATE: July 11, 2023 at 9:30 AM

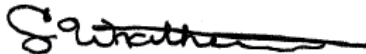
○ QUORUM CHECK

SEAT 1	J MALCOM JONES, III	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	RILEY SKINNER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	CHIP SKINNER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	DAVIS SKINNER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CHRIS EYRICK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 9. Board Members' Comments/Requests
- 10. Public Comments
- 11. 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,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 782 134 6157**

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**AGREEMENT BETWEEN THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT AND DEANGELO CONTRACTING SERVICES, LLC, D/B/A AQUAGENIX FOR AQUATIC MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of March, 2023, by and between:

**Ryals Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Duval County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

**DeAngelo Contracting Services, LLC, d/b/a Aquagenix**, a Delaware limited liability company, with a mailing address of 100 North Conahan Drive, Hazleton, Pennsylvania 18201 (“Contractor”, together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance adopted by Duval County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District owns, operates and maintains certain ponds (“Ponds”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide aquatics management services for the Ponds; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide aquatics management services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional aquatics management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF AQUATICS MANAGEMENT SERVICES.** The Contractor will provide aquatics management services for the Ponds identified in **Exhibit A**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials,

equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Four Hundred Fifty Dollars and No Cents (\$450.00) per month for an annual amount of Five Thousand Four Hundred Dollars and No Cents (\$5,400.00). The term of this Agreement shall be from March 1, 2023 through February 29, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

**B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the



invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 4. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 5. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason

of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice, and can terminate with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Ryals Creek Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP

107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** DeAngelo Contracting Services, LLC d/b/a  
Aquagenix  
100 North Conahan Drive  
Hazeleton, Pennsylvania 18201  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida*

*Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 28. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 29. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES.*** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

Ernest J. Jones  
Secretary / Assistant Secretary

**RYALS CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

A. Leta Simms  
Chairperson, Board of Supervisors

**DEANGELO CONTRACTING SERVICES,  
LLC, D/B/A AQUAGENIX**

Sue Metzger  
Witness  
Sue Metzger  
(Print Name of Witness)

Julie Clements  
By: Julie Clements  
Its: Business Development Manager

**Exhibit A: Scope of Services**



**EXHIBIT A**  
**SCOPE OF SERVICES**



**Aquagenix**  
A DCS Company

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**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**  
**Butler and Kernan**  
**Jacksonville, FL**  
**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 **\$5,400.00** that will be invoiced monthly at **\$450.00**

We will perform **12** monthly waterway services each year. Treatments will follow Florida Best Management Practices.

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Ryals Creek Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: \_\_\_\_\_

HOUR: \_\_\_\_\_

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

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

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

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

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

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

**PASSED AND ADOPTED THIS 2ND DAY OF MAY, 2023.**

ATTEST:

**RYALS CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Proposed Budget

**Exhibit A: Fiscal Year 2023/2024 Proposed Budget**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
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**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2024				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected Through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: gross	\$ 36,722				\$ 40,938
Allowable discounts (4%)	(1,469)				(1,638)
Assessment levy: net	35,253	\$ 35,253	\$ -	\$ 35,253	39,300
Off-roll assessments	204,922	153,691	51,231	204,922	223,332
Interlocal - Boggy Branch CDD (22.6% of O&M)	42,947	45,441	-	45,441	49,803
Total revenues	<u>283,122</u>	<u>234,385</u>	<u>51,231</u>	<u>285,616</u>	<u>312,435</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administration</b>					
Supervisors	7,536	3,229	4,306	7,535	5,000
District engineer	10,000	7,309	2,691	10,000	10,000
District counsel	25,000	10,517	14,483	25,000	25,000
District management	36,000	18,000	18,000	36,000	36,000
Printing & binding	500	250	250	500	500
Legal advertising	1,500	97	1,000	1,097	1,500
Postage	500	-	500	500	500
Audit	3,575	-	3,575	3,575	3,575
Insurance - GL, POL	5,500	5,563	-	5,563	5,500
Miscellaneous- bank charges	500	-	500	500	500
Website					
Hosting & development	705	705	-	705	705
ADA compliance	210	210	-	210	210
Annual district filing fee	175	175	-	175	175
Office supplies	500	-	500	500	500
Tax collector	1,285	1,234	51	1,285	1,433
Total professional & admin expenditures	<u>93,486</u>	<u>47,289</u>	<u>45,856</u>	<u>93,145</u>	<u>91,098</u>



**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2024				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected Through 9/30/2023	Total Actual & Projected	
<b>Field operations - Shared<sup>1</sup></b>					
Field management	6,000	1,500	4,500	6,000	6,000
O&M accounting	3,400	-	3,400	3,400	3,400
Stormwater management	7,005	-	7,005	7,005	7,005
Effluent supply	18,782	31,958	31,958	63,916	64,000
Landscape					
Maintenance contract	-	6,727	-	6,727	-
Plant replacement	-	562	-	562	2,500
Irrigation repairs	-	155	-	155	5,000
Phase 1A	45,500	18,750	26,750	45,500	30,000
Phase 1A mulch	18,900	12,400	6,500	18,900	23,000
Phase 1B	38,000	-	9,500	9,500	24,000
Phase 1B mulch	27,048	-	-	-	20,000
Maintenance & repairs	25,000	-	25,000	25,000	25,000
Miscellaneous contingency	-	-	-	-	10,000
Total field operations	<u>189,635</u>	<u>72,052</u>	<u>114,613</u>	<u>186,665</u>	<u>219,905</u>
Total expenditures	<u>283,121</u>	<u>119,341</u>	<u>160,469</u>	<u>279,810</u>	<u>311,003</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	115,044	(109,238)	5,806	1,432
Fund balances - beginning	-	-	115,044	-	5,806
Unassigned	1	115,044	5,806	5,806	7,238
Fund Balances - ending	<u>\$ 1</u>	<u>\$ 115,044</u>	<u>\$ 5,806</u>	<u>\$ 5,806</u>	<u>\$ 7,238</u>

<sup>1</sup>These costs are shared pursuant to an interlocal agreement between Boggy Branch CDD and Ryals Creek CDD at 22.6473 and 77.3527% respectively.

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
COSTS/ASSESSMENTS PER UNIT  
FISCAL YEAR 2024**

**Derivation of Assessment per Unit (Developable Acre)**

Expenditure Category	<u>Amount</u>	<u># of Units (Developable Acres)</u>	<u>Assessment Amt per Unit (Developable Acre)</u>	
Professional & administration	\$ 91,098	248.42	\$ 366.71	Future phase(s) cost/acre
Field operations - Ryals only	-	139.69	-	
Field operations - Shared (Ryals' Portion)	<u>170,102</u>	139.69	<u>1,217.71</u>	
	261,200		\$ 1,584.42	Phase 1 cost/acre
Field operations - Shared (Boggy's' Portion)	<u>49,803</u>			
Total Expenditures	<u>\$311,003</u>			
Parcels 1-4		52.69	\$ 1,584.42	Off-roll
Parcels 5-8		108.73	366.71	Off-roll
Parcels 9&10		23.9	1,712.89	On-roll
Parcel 12&Town Center		<u>63.1</u>	1,584.42	Off-roll
Total		248.42		

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

**EXPENDITURES**

***Professional & administration***

Supervisors	\$ 5,000
Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$2,400 per supervisor for each fiscal year; estimating 5 meetings per year.	
District engineer	10,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
District counsel	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
District management	36,000
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc. After bonds are issued, many of the required public hearings will be completed.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Audit	3,575
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Insurance - GL, POL	5,500
The District carries general liability and public officials liability insurance. The limit of liability is set at \$1,000,000 for general liability and \$1,000,000 for public officials liability.	
Miscellaneous- bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & development	705
ADA compliance	210
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Office supplies	500
Bank charges, automated AP and other charges.	
Tax collector	1,433
.035% of Revenues - Assessment levy collected by Duval County Tax Collector's Office to process non-advalorem assessments	
Total professional & admin expenditures	91,098

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

***Field operations - Shared***<sup>1</sup>

Field management	6,000
Part-time management firm managing District common elements.	
O&M accounting	3,400
Stormwater management	7,005
Twice monthly visits 15.24 acres of pond. Aquagenix contractor	
Landscape	
Phase 1A	30,000
Includes mowing with 42 service visits per year (\$30,000), edging, weeding, trash clean-up, fertilization, trimming and pruning, irrigation inspection (\$8,500) and annuals (\$7,000).	
Phase 1A mulch	23,000
Phase 1B	24,000
Includes mowing with 42 service visits per year (\$24,000), edging, weeding, trash clean-up, fertilization, trimming and pruning, irrigation inspection (\$8,000) and annuals (\$6,500).	
Phase 1B mulch	20,000
Maintenance & repairs	25,000
Periodic repairs to roadsign, irrigation, sidewalk, pavers, lighting, entry monuments. Pressure washing and street sweeping.	
Total field operations	<u>219,905</u>
Total expenditures	<u><u>\$ 311,003</u></u>

<sup>1</sup>These costs are shared pursuant to an interlocal agreement between Boggy Branch CDD and Ryals Creek CDD at 22.6473 and 77.3527% respectively.

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

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

Interlocal funding agreement commitment amount \$ 1,932,779.82

**Interlocal Agreement Funding Received**

2/26/2021	Boggy Branch Requisition #2	159,073.21
2/26/2021	Boggy Branch Requisition #3	114,238.35
4/8/2021	Boggy Branch Requisition #8	363,259.47
4/30/2021	Boggy Branch Requisition #17	471,762.45
6/1/2021	Boggy Branch Requisition #23	669,949.26
6/30/2021	Boggy Branch Requisition #32	154,497.08
<b>Total Received</b>		<b>1,932,779.82</b>

**Requisitions:**

Date	Requisition #	Payee	Amount
<b>Processed</b>			
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)
<b>Balance</b>			<b>(1,932,779.82)</b>

**Interlocal agreement funding still to be received** -

**In circulation (awaiting funding)** -

**Total interlocal funding available (excluding Retainage 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
<b>Balance</b>			<b>-</b>

**Total interlocal funding available (assuming all obligations paid)** **\$ -**

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

**Remaining amounts to expend:**

Construction draw funding agreement (ICI commitment amount)				\$ 5,600,220.00
Date	Requisition #	Payee	Amount	
<b>Payment verified</b>				
10/1/2021	38	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	(60,438.59)	
10/01/2021	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 - CONSTRUCTION DRAW #5	(201,426.30)	
10/26/2021	44	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
11/8/2021		Transfer out <sup>1</sup>	(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 - CONSTRUCTION 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 - CONSTRUCTION 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)
<b>Total remaining to be drawn for construction per agreement (not including related retainage)</b>				-
<b>Eligible Retainage Payable</b>				
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 <sup>2</sup>	(218,741.12)	
11/8/2021	-	Transfer out <sup>3</sup>	(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 <sup>5</sup>	599,646.45	
Total retainage payable				-
<b>Total remaining to be drawn for construction per agreement (including related retainage)<sup>4</sup></b>				<b>\$ -</b>
<sup>1</sup> These amounts were initially funded from the \$6.4M bucket, however, they have since been funded by the \$5.6M bucket, which is reflected as a transfer out on this schedule. Details for this total can be found on the \$6.4M schedule.				
<sup>2</sup> See Interlocal Agreement tab for details				
<sup>3</sup> See Construction Account Activity tab for details				
<sup>4</sup> If this amount is negative then the shortfall will be funded from other sources (starting with the \$6.4M bucket)				
<sup>5</sup> This amount was transferred back to the \$6.4M bucket as all construction draw funding has been received and subsequently depleted.				

**Remaining amounts to collect/request from ICI:**

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

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

**Funds received**

12/23/2020	Initial Construction Funds	\$ 6,467,000.00
10/26/2021	Parcel 9 lot closing - Completion of Master Infrastructure	2,500,000.00
10/26/2021	Parcel 9 lot closing - TMA Trip Revenue	378,840.00
10/26/2021	Parcel 9 lot closing - Fill Dirt Costs	107,100.00
12/22/2021	Parcel 10 lot closing - TMA Trip Revenue	454,608.00
12/22/2021	Parcel 10 lot closing - Completion of Master Infrastructure	2,150,000.00
2/24/2022	TMA Trip Revenue	23,629.18
2/24/2022	TMA Trip Revenue	47,258.36
3/16/2022	TMA Trip Revenue	2,953.65
3/19/2022	TMA Trip Revenue	44,304.71
4/20/2022	TMA Trip Revenue	11,814.59
4/20/2022	TMA Trip Revenue	17,721.90
5/9/2022	JEA Water Main Purchase Order	395,820.94
6/28/2022	TMA Trip Revenue	8,860.95
7/29/2022	TMA Trip Revenue	2,953.65
7/29/2022	TMA Trip Revenue	8,860.95
8/1/2022	TMA Trip Revenue	41,351.07
9/2/2022	TMA Trip Revenue	11,814.60
9/2/2022	TMA Trip Revenue	11,814.60
9/2/2022	TMA Trip Revenue	11,814.59
9/16/2022	TMA Trip Revenue	14,768.24
9/16/2022	TMA Trip Revenue	20,675.55
10/10/2022	TMA Trip Revenue	8,860.95
12/6/2022	TMA Trip Revenue	5,907.30
12/12/2022	TMA Trip Revenue	11,814.60
3/3/2023	TMA Trip Revenue	3,051.13
4/18/2023	Refund Req. 100	1,643.00
4/20/2023	TMA Trip Revenue	9,153.39
4/20/2023	TMA Trip Revenue	18,306.78
<b>Total Construction Funds</b>		<b>12,792,702.68</b>

**Requisitions:**

Date	Requisition #	Payee	Amount
<b>Payment verified</b>			
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)	
1/6/2023	96	Vallencourt Construction Company, Inc.	(51,841.36)	
1/20/2023	97	Vallencourt Construction Company, Inc.	(85,677.96)	
1/6/2023	98	Basham & Lucas Design Group, Inc.	(1,050.00)	
1/23/2023	99	Cash Building Material	(3,710.70)	
1/20/2023	100	JEA	(1,643.00)	
1/20/2023	101	England, Thims & Miller	(36,150.98)	
1/23/2023	102	ECS of Florida	(1,200.00)	
2/27/2023	103	England, Thims & Miller	(10,268.57)	
3/6/2023	104	Vallencourt Construction Company, Inc.	(177,350.52)	
2/27/2023	105	England, Thims & Miller	(7,626.85)	
3/6/2023	106	Vallencourt Construction Company, Inc.	(318,445.20)	
3/15/2023	107	England, Thims & Miller	(7,428.00)	
3/15/2023	108	England, Thims & Miller	(4,548.00)	
3/31/2023	109	Cecil W. Powell & Company	(57,924.00)	
3/29/2023	110	Basham & Lucas Design Group, Inc.	(1,900.00)	
4/19/2023	111	England, Thims & Miller	(7,811.06)	
4/19/2023	112	England, Thims & Miller	(2,796.00)	
Balance				(8,441,429.39)
<b>Total Cash Available (Excluding Retainage Payable)</b>				<b>4,351,273.29</b>
<b>Retainage Payable</b>				

8/20/2021	35	Vallencourt Construction Company, Inc.	(39,404.85)	
11/8/2021	-	Transfer in	39,404.85	
3/17/2022	62 & 63	Vallencourt Construction Company, Inc.	(58,512.48)	
3/24/2022	-	Transfer out	(599,646.45)	
5/13/2022	70	Vallencourt Construction Company, Inc.	(39,029.95)	
5/27/2022	74	Vallencourt Construction Company, Inc.	(76,866.34)	
6/27/2022	77	Vallencourt Construction Company, Inc.	384,377.86	
6/27/2022	80	Vallencourt Construction Company, Inc.	(23,072.63)	
8/1/2022	82	Vallencourt Construction Company, Inc.	(26,492.22)	
9/1/2022	84	Vallencourt Construction Company, Inc.	(9,783.21)	
9/30/2022	88	Vallencourt Construction Company, Inc.	(8,608.05)	
11/8/2022	91	Vallencourt Construction Company, Inc.	(15,787.60)	
1/6/2023	96	Vallencourt Construction Company, Inc.	(2,728.49)	
1/6/2023	97	Vallencourt Construction Company, Inc.	(4,509.36)	
3/6/2023	104	Vallencourt Construction Company, Inc.	(16,760.28)	
3/6/2023	106	Vallencourt Construction Company, Inc.	(9,334.24)	
Balance				(506,753.44)

**Total Available/(Shortfall):** *Assuming all Obligations Paid*

**\$ 3,844,519.85**

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

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2023**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2023**

	General Fund	Capital Projects Fund	Total Governmental Funds
	<u>          </u>	<u>          </u>	<u>          </u>
<b>ASSETS</b>			
Cash	\$ 149,592	\$4,332,777	\$ 4,482,369
Undeposited funds	-	1,643	1,643
Total assets	<u>\$ 149,592</u>	<u>\$4,334,420</u>	<u>\$ 4,484,012</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Retainage payable	\$ -	\$ 506,753	\$ 506,753
Due to Landowner	27,874	-	27,874
Accrued wages payable	200	-	200
Accrued taxes payable	474	-	474
Landowner advance	6,000	-	6,000
Total liabilities	<u>34,548</u>	<u>506,753</u>	<u>541,301</u>
Fund balances:			
Restricted for:			
Capital projects	-	3,827,667	3,827,667
Unassigned	115,044	-	115,044
Total fund balances	<u>115,044</u>	<u>3,827,667</u>	<u>3,942,711</u>
Total liabilities and fund balances	<u>\$ 149,592</u>	<u>\$4,334,420</u>	<u>\$ 4,484,012</u>

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 35,253	\$ 35,253	100%
Assessment levy: off-roll	-	153,691	204,922	75%
Interlocal - Boggy Branch CDD	45,441	45,441	42,947	106%
Total revenues	<u>45,441</u>	<u>234,385</u>	<u>283,122</u>	83%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	3,229	7,536	43%
District engineer	4,205	7,309	10,000	73%
District counsel	-	-	25,000	0%
District management	3,000	18,000	36,000	50%
Printing & binding	42	250	500	50%
Legal advertising	-	97	1,500	6%
Legal fees	907	10,517	-	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	705	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	-	500	0%
Total professional & administrative	<u>8,154</u>	<u>46,055</u>	<u>92,201</u>	50%
<b>Field operations - Shared<sup>1</sup></b>				
Field management	-	1,500	6,000	25%
O&M accounting	-	-	3,400	0%
Stormwater management				
Street lights	-	-	7,005	0%
Effluent supply	6,695	31,958	18,782	170%
Landscape				
Maintenance contract	2,164	6,727	-	N/A
Plant replacement	-	562	-	N/A
Irrigation repairs	-	155	-	N/A
Phase 1A	3,250	18,750	45,500	41%
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	<u>12,109</u>	<u>72,052</u>	<u>189,635</u>	38%

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees &amp; charges</b>				
Tax collector	-	1,234	1,285	96%
Total other fees & charges	-	1,234	1,285	96%
Total expenditures	20,263	119,341	283,121	42%
 Excess/(deficiency) of revenues over/(under) expenditures	 25,178	 115,044	 1	
Fund balances - beginning	89,866	-	-	
Fund balances - ending	<u>\$ 115,044</u>	<u>\$ 115,044</u>	<u>\$ 1</u>	

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
TMA trip revenue	\$ -	\$ 29,634
Total revenues	<u>-</u>	<u>29,634</u>
<b>EXPENDITURES</b>		
Capital outlay	535,766	829,027
Construction costs - CD	<u>57,924</u>	<u>57,924</u>
Total expenditures	<u>593,690</u>	<u>886,951</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (593,690)	 (857,317)
 Fund balances - beginning	 <u>4,421,357</u>	 <u>4,684,984</u>
Fund balances - ending	<u>\$ 3,827,667</u>	<u>\$ 3,827,667</u>



# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**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 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.

**Present were:**

A. Chester (Chip) Skinner, III	Chair
J. Malcom Jones	Vice Chair
Clayton (Riley) Skinner	Assistant Secretary
Chris Eyrick	Assistant Secretary
Davis Skinner	Assistant Secretary

**Also present, were:**

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Jason Crews	Project Engineer
Jason Hall	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:38 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Update: Memorandum Regarding  
Retention Requirements for Transitory  
Messages and Electronic Records Updates**

Ms. Buchanan stated the Memorandum authorizes the District Manager to place the CDD's records in an electronic format and authorizes the CDD to delete transitory messages, such as thank you notes, meeting forms, verifications, etc.

- 40 • **Consideration of Resolution 2023-01, Adopting Certain Amendments to the District’s**  
 41 **Records Retention Policy; Addressing Conflicts and Severability; and Providing for**  
 42 **Severability and an Effective Date**

43 Mr. Torres presented Resolution 2023-01 and read the title.

44

45 **On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor,**  
 46 **Resolution 2023-01, Adopting Certain Amendments to the District’s Records**  
 47 **Retention Policy; Addressing Conflicts and Severability; and Providing for**  
 48 **Severability and an Effective Date, was adopted.**

49

50

51 **FOURTH ORDER OF BUSINESS**

**Consideration of Seven Pines Entry Sign  
 52 Monuments Estimate/Proposal**

53

54 Mr. Chip Skinner stated changing the location and design of the sign and reducing its  
 55 scope was discussed. The sign package involves three free-standing signs that would be placed  
 56 at the entrance of Seven Pines. It was agreed that it would be better to approve these items  
 57 today, rather than to ratify them at a future meeting.

58 **A. Construction Specialties of North Florida, LLC Builder Estimate #33045**

59 Mr. Chip Skinner presented the Construction Specialists of North Florida, LLC Builder  
 60 Estimate #33045, in the amount of \$294,730.02, and asked if it is advisable to approve the  
 61 invoice as a guaranteed maximum amount and then have the ability to reduce the scope. Ms.  
 62 Buchanan stated a motion can be made to authorize the invoice in a not-to-exceed amount and  
 63 delegate authority to the Chair to approve any modification. Asked if that allows the Chair to  
 64 modify the contract after Board approval, Ms. Buchanan suggested approval of the contract, in  
 65 substantial form, to facilitate any changes to the terms and conditions.

66

67 **On MOTION by Mr. Chip Skinner and seconded by Mr. Eyrick, with all in favor,**  
 68 **Construction Specialists of North Florida, LLC Builder Estimate #33045 in a not-**  
 69 **to-exceed amount of \$294,730.02, authorizing the Chair to approve any**  
 70 **modifications based on consultant recommendations, was approved.**

71

72

73 Mr. Chip Skinner directed Ms. Buchanan to review the construction contract and make  
74 any necessary changes to comply with the CDD.

75 **A. Basham & Lucas Design Group, Inc., Construction Administration Proposal**

76 This item was addressed following the Sixth Order of Business.

77

78 **FIFTH ORDER OF BUSINESS** **Consideration of Aquagenix Pond**  
79 **Maintenance Proposal**

80

81 Mr. Torres presented the Aquagenix Pond Maintenance Proposal.

82

83 **On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor,**  
84 **the Aquagenix Pond Maintenance Proposal, in the amount of \$450 per month**  
85 **equating to \$5,400 per year, was approved.**

86

87

88 **SIXTH ORDER OF BUSINESS** **Consideration of Revised ETM Work**  
89 **Authorization to Include CEI Authorization**

90

91 Mr. Torres presented ETM Work Authorization No. 1, Addendum No. 1, to Include CEI  
92 Authorization.

93 Mr. Crews stated this is to extend the existing Construction Inspection Contract six-  
94 months, commencing November 2022, at an hourly fee, in a not-to-exceed amount of \$7,500  
95 per month for six months. This is necessary due to delays completing the project.

96 Mr. Crews responded to questions regarding the contract, reasons for the delay in the  
97 project, materials and equipment, the previous ETM contract, the scope of work, weekly  
98 inspections and submission of invoices.

99

100 **On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor,**  
101 **the Revised ETM Work Authorization Work Authorization No. 1, Addendum**  
102 **No. 1, in a not-to-exceed amount of \$7,500 per month for six months,**  
103 **commencing November 2022, was approved.**

104

105

106 **▪ Basham & Lucas Design Group, Inc., Construction Administration Proposal**

107 This item, previously Item 4B, was presented out of order.

108 Mr. Chip Skinner stated he requested this proposal as he thinks it is necessary to have  
109 construction inspection, given the large pricing differential on the signage; Basham is located  
110 near the site. The contract was negotiated such that the contractor will perform on-site  
111 inspections and be paid on a time basis. He suggested approval of only Part 2 for hourly  
112 construction administration, at a rate of \$125 per hour, and suggested not committing to the  
113 balance of the proposal, including not the extra charges for trips to the site; the not-to-exceed  
114 amount would remain on the contract. At Ms. Buchanan's request, Mr. Chip Skinner will have  
115 the contractor re-do the proposal to include only the work discussed and to eliminate the  
116 extraneous work.

117

118 **On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor,**  
119 **the Basham & Lucas Design Group, Inc., Construction Administration Proposal,**  
120 **Part 2 at the hourly rate of \$125 per hour, not to exceed \$5,000, was approved.**

121

122

123 **SEVENTH ORDER OF BUSINESS**

**Update: Construction Account Activity**

124

125 Mr. Torres presented the Construction Account Activity related to the Boggy Branch  
126 Interlocal Agreement. The last page shows the CDD's balance.

127 Asked if the balance is in the CDD's account, Mr. Torres stated, per the Unaudited  
128 Financials as of December 31, 2023, the balance in the Capital Projects Fund account is  
129 \$5,096,491.

130 Discussion ensued regarding the retainage amount, incoming revenues, TMA trusts and  
131 true-ups.

132 Mr. Chip Skinner voiced his belief that the CDD is still having problems paying bills and  
133 that the accounts payable process needs to improve. Mr. Torres stated that he and Mr. Eyrick  
134 worked together to get the invoices for the off-roll assessments cleared up and there is  
135 currently an acceptable balance.

136

137 **EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of December 31, 2022**

138

139

140 Mr. Torres presented the Unaudited Financial Statements as of December 31, 2022 and  
141 responded to questions regarding wages, payroll, the number of meetings held in the last  
142 calendar year, liabilities and fund balances.

143

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

146

147

148 **NINTH ORDER OF BUSINESS**

**Approval of October 4, 2022 Regular  
Meeting Minutes**

149

150

151 Mr. Torres presented the October 4, 2022 Regular Meeting Minutes.

152

153 **On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the**  
154 **October 4, 2022 Regular Meeting Minutes, as presented, were approved.**

155

156

157 **TENTH ORDER OF BUSINESS**

**Staff Reports**

158

159 **A. District Counsel: *Kutak Rock, LLP***

160 **• Boundary Amendment Notice**

161 Ms. Buchanan stated the Boundary Amendment Notice is recorded in the official record  
162 so, from now on, the title work that would be impacted by the lands for payment to the CDD  
163 will include notifications of the CDD's new boundaries.

164 Mr. Chip Skinner stated, when Phase 2 of the roadway was planned, the roundabout  
165 had a curb cut and a slight off-ramp that jutted out, which was originally deeded as part of the  
166 CDD property but the Board has decided not to construct that turnout, which resulted in a small  
167 portion of CDD land that is in the legal description for one of the buyers of the Village Center  
168 property. He asked how the land can be removed from the CDD and given back to Saw Mill.

169 Ms. Buchanan stated she received an email from Mr. Eyrick that there are sufficient funds to  
170 take care of the paperwork and approve it at the March meeting. If the Board is amenable, it  
171 can authorize the conveyance of the property back to the seller since it is essentially not

172 necessary for the CDD's improvement plan and designate authority to the Chair to finalize the  
173 transaction.

174

175 **On MOTION by Mr. Riley Skinner and seconded by Mr. Davis Skinner, with all**  
176 **in favor, authorizing conveyance of the right-of-way parcel back to the seller**  
177 **and for the Chair to finalize the transaction, was approved.**

178

179

180 Asked about the Boundary Amendment, Ms. Buchanan stated it was completed and was  
181 updated and recorded.

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

183 Mr. Crews described the Notice of Boundary Amendment document, including water  
184 mains, utilities in the right-of-way (ROW), a 10" or 12" force main that runs under the path and  
185 the monuments.

186 Discussion ensued about placement of the 26' monument signs, DOT ROW, CDD's  
187 limited options, use of towers, narrowing the median and the entrance landscaping.

188 Mr. Chip Skinner will finalize placement of the monuments.

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

190 **I. Boggy Branch CDD Reimbursement**

191 Mr. Torres reported the following:

192 ➤ Staff forwarded invoices in the amount of \$42,947 and, once received, will add it to the  
193 budget as incoming revenue.

194 ➤ For Fiscal Year 2022, the amount invoiced was \$2,943. Once received, the funds will be  
195 added into fund balance.

196 Mr. Torres responded to questions regarding off-roll payments, land sales and on-roll  
197 revenue collections.

198 **II. NEXT MEETING DATE: March 7, 2023 at 9:30 a.m.**

199 **○ QUORUM CHECK**

200 Mr. Chip Skinner suggested cancelling the March meeting. Mr. Torres stated, with  
201 regard to presenting the proposed Fiscal Year budget, the next meeting should be held in May.

202 Mr. Torres, the Board Chair and Mr. Crews will start drafting the proposed Fiscal Year  
203 2024 budget. Mr. Crews will monitor the landscape maintenance contract.

204 The March and April meetings were cancelled. The next meeting will be on May 2, 2023.

205

206 **ELEVENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

207

208 There were no Board Members comments and requests

209

210 **TWELFTH ORDER OF BUSINESS** **Public Comments**

211

212 No members of the public spoke.

213

214 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

215

216

217 **On MOTION by Mr. Eyrick and seconded by Mr. Chip Skinner, with all in favor,**  
218 **the meeting adjourned at 10:32 a.m.**

219

220

221

222

223

224

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



225  
226  
227  
228  
229  
230

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Secretary/Assistant Secretary

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Chair/Vice Chair

**RYALS CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

## RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

*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 <b>CANCELED</b>	Regular Meeting	9:30 AM
December 6, 2022 <b>CANCELED</b>	Regular Meeting	9:30 AM
January 3, 2023 <b>CANCELED</b>	Regular Meeting	9:30 AM
February 7, 2023	Regular Meeting	9:30 AM
March 7, 2023 <b>CANCELED</b>	Regular Meeting	9:30 AM
April 4, 2023 <b>CANCELED</b>	Regular Meeting	9:30 AM
May 2, 2023	Regular Meeting	10:00 AM
June 6, 2023 <b>CANCELED</b>	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*