

RYALS CREEK

**COMMUNITY DEVELOPMENT
DISTRICT**

October 11, 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

October 4, 2023

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

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 October 11, 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. Ratification of C.S.S. Landscaping, Inc., Seven Pines Phase 1A & 1B Maintenance Addendum #4
4. Consideration of Amendment to Boggy Branch CDD Interlocal Agreement Regarding the Construction and Maintenance of Certain Improvements
5. Consideration of Basham & Lucas Design Group, Inc., Amended Proposal for Sign Monuments Construction Administration Project #22-28A
6. Consideration of Resolution 2024-01, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District and Providing for an Effective Date
7. Update: Construction Account Activity
8. Acceptance of Unaudited Financial Statements as of August 31, 2023
9. Approval of July 11, 2023 Public Hearings and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*

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

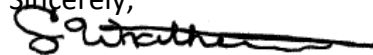
- NEXT MEETING DATE: November 14, 2023 at 9:30 AM
 - QUORUM CHECK

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

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,



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



Service Proposal

RYALS CREEK CDD
2963 DUPONT AVENUE
SUITE 2
JACKSONVILLE, FLORIDA 32217

Sales: Scott Soltau

Seven Pines Phase 1A & 1B-Maintenance Addendum #4

5101 Kernan Boulevard South Jacksonville, Florida 32224

Est ID: EST2161503

Email: chip@skinnerrealty.com

Date: Jul-05-2023

Phone: 904-910-0407 (c)

This is an Agreement for an addendum to the Landscaping Maintenance ("Agreement") and is effective and entered into between C.S.S. Landscaping, Inc. and Ryals Creek CDD, Seven Pines ("Client"), as of the ____ day of _____, 2023 (the "Effective Date").

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

CONTRACT SERVICES

Addendum #4

- Landscape Maintenance Service along Generations Avenue.

Total (All Contract Services) \$16,500.00

The total price of all seasonal services is \$16,500.00 collected in 12 payments of \$1,375.00 per payment .

TERM

The Term of this Agreement is twelve months from the Effective Date. C.S.S. may terminate this Agreement at any time and for any reason upon sixty (60) days' written notice. In addition, C.S.S. may terminate this Agreement at any time upon seven (7) days written notice if the Client's account becomes more than thirty (30) days past due. The client may cancel the contract for any reason upon sixty (60) days' notice, provided the Client has fulfilled the original twelve (12) month term. C.S.S. will be closed for Thanksgiving (Thursday and Friday). C.S.S. will also be closed for the week between Christmas and New Years.

PAYMENT TERMS

As consideration for C.S.S. providing the Scope of Services, Client agrees to pay C.S.S. \$ 16,500.00, annually, collectible by C.S.S. in twelve equal monthly installments of \$1,375.00. C.S.S. Landscaping, Inc. will invoice Client monthly. Each monthly payment is due on the date specified on the invoice. Any payments that C.S.S. does not receive by the due date will be charged a 1.5% per month late charge beginning from due date and continuing until paid in full.

INSURANCE & LIABILITIES

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

- Commercial General Liability \$1,000,000 each occurrence / \$2,000,000 aggregate
- Automobile Liability \$1,000,000 combined single limit
- Workers Compensation \$1,000,000 each accident

GUARANTEE

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

ENTIRE AGREEMENT

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

GOVERNING LAW AND JURISDICTION

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

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

WAIVER OF JURY TRIAL

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

ATTORNEYS' FEES

If either C.S.S. or Client institutes any legal suit, action, or proceeding against the other to enforce this Agreement, the prevailing party in the proceeding is entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the proceeding, including reasonable attorneys' fees, expenses, and costs.

Dated this _____ day of _____, 2023.

C.S.S. Landscaping, Inc.

By:

Its:



Client

REYRS CREEK CDD

By:

A CHESTER SKINNER

Its:

CHAIRMAN

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

4

**INTERLOCAL AGREEMENT BETWEEN BOGGY
BRANCH COMMUNITY DEVELOPMENT DISTRICT AND
RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE CONSTRUCTION AND
MAINTENANCE OF CERTAIN IMPROVEMENTS**

This Interlocal Agreement (“Interlocal Agreement”), dated as of the 23rd day of December, 2020, is entered into by and between Boggy Branch Community Development District (“Boggy Branch”) and Ryals Creek Community Development District (“Ryals Creek” and together with Boggy Branch, “Districts”), both units of special purpose local government with mailing addresses of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, the Districts were established by ordinances of the City of Jacksonville for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, landscaping, stormwater management facilities, water and sanitary sewer facilities, and other improvements; and

WHEREAS, the Districts are contiguously located, are interconnected through roadway infrastructure, and lie within the SEQ PUD as approved by City of Jacksonville Ordinance 2019-235-E, as may be subsequently amended; and

WHEREAS, a condition of the SEQ PUD requires the construction of certain master infrastructure, which improvements are anticipated to be completed in three phases and which are further described in **Exhibit A** (“Improvements”); and

WHEREAS, the Districts have determined that the Improvements provide substantial mutual benefit to the lands within their respective boundaries, and desire to share in the cost to construct and maintain the Improvements; and

WHEREAS, jointly constructing, managing and financing the Improvements will afford an efficient and cost effective means of providing the Improvements by reducing the potential for conflicts in coordination of construction, allowing for economies of scale to be enjoyed by each of the Districts, ensuring compatibility of materials, design, timing, and completion of the Improvements, and helping to ensure that the Improvements are completed in a manner consistent with the requirements of the SEQ PUD; and

WHEREAS, it is in the mutual interest of Boggy Branch and Ryals Creek to establish the respective obligations, rights and benefits of each in connection with the funding, construction, operation, and maintenance of the Improvements; and

WHEREAS, Chapter 163, Part I, Florida Statutes (2019), known as the “Florida Interlocal Cooperation Act of 1969,” (“Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner that will best serve the needs and development of local communities; and

WHEREAS, the Districts find this Interlocal Agreement to be desirable and permissible to the exercise of their powers, duties and purposes authorized by law.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Districts agree as follows:

ARTICLE I: INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the District Act, Chapter 125, Florida Statutes, and other applicable laws.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of Boggy Branch and Ryals Creek, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04. Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"Cooperation Act" means Chapter 163 Part I, Florida Statutes (2019), known and referred to as the Florida Interlocal Cooperation Act of 1969, and any amendments thereto.

"District Act" means Chapter 190, Florida Statutes (2019) and any amendments thereto.

ARTICLE II: POWERS OF THE DISTRICTS

Section 2.01. Powers of the Districts. Unless otherwise expressly provided in this section, the Districts shall each retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, as amended, including but not limited to, the general powers set forth in §190.011 and 190.012(1), Florida Statutes (2019).

ARTICLE III: RESPONSIBILITIES OF THE DISTRICTS

Section 3.01. Phasing of Improvements. The Improvements consist of a system of infrastructure necessary for the full buildout of both Districts. However, the funding and construction of the Improvements shall occur in three phases, as identified in Exhibit A. The responsibilities set forth in this Interlocal Agreement shall apply to each phase. However, the responsibilities shall be triggered on a phase by phase basis with execution by both Districts of an

authorization in substantially the form attached hereto as **Exhibit B** (“Phase Authorization”). Neither of the Districts shall be responsible for obligations relating to future phases until the execution of the related Phase Authorization. With the execution of this Interlocal Agreement, the Phase One Authorization is hereby approved, and the chairpersons of the Districts are authorized to execute the same. Boggy Branch is relying on Ryals Creek to construct the Improvements in order to meet certain requirements of the SEQ PUD and therefore the list of Improvements may not be amended without the prior written consent of both Districts.

Section 3.02 Funding of Improvements. The Improvements shall be funded as follows:

A. Boggy Branch’s Responsibilities. The cost of the Improvements shall be allocated between the Districts as described in **Exhibit C** (“**Benefit Allocation**”). Boggy Branch shall be obligated to fund its portion of the cost of the Improvements by (i) application of proceeds from the issuance of revenue bonds in one or more series by Boggy Branch or (ii) such other revenue sources available to Boggy Branch (“**Boggy Branch Contribution**”). Payment of the applicable portion of the Boggy Branch Contribution as set forth on **Exhibit C** shall be due upon the earlier of ten (10) days after a bond issuance for the applicable phase or 180 days after the execution of the Phase Authorization, and such funds shall be transferred to the Trust Account (as defined below) and made available to Ryals Creek on a construction draw basis as described herein. The total Boggy Branch Contribution shall not exceed Six Million One Hundred Eight Thousand Six Dollars and Thirteen Cents (**\$6,108,006.13**). Boggy Branch shall enter into a funding agreement with the respective Buyer (defined below) to ensure that the Boggy Branch Contribution will be collected on a phase by phase basis (“**Boggy Branch Funding Agreement**”). As used herein, the term “**Buyer**” means DRP FL 2, LLC, a Delaware limited liability company (as to Phase One as identified on Exhibit 1 attached hereto) and any person or entity that may purchase phase two or three (as to the phase purchased by such person or entity).

B. Ryals Creek’s Responsibilities. Ryals Creek shall be obligated to fund the cost of the Improvements in excess of the Boggy Branch Contribution by any revenue sources available to Ryals Creek (“**Ryals Creek Contribution**”). Ryals Creek shall enter into a funding agreement with the Seller (defined below) to ensure that the Ryals Creek Contribution will be collected (“**Ryals Creek Funding Agreement**”).

C. Flow of Construction Funds. In order to ensure the efficient and timely funding of construction and other contracts for the Improvements, the Districts hereby agree to the following procedure for payment.

1. Initial Deposit. The Boggy Branch Contribution shall be deposited into a construction account with a trustee familiar with the operations of community development districts or a similar account (“**Trust Account**”), with the expectation that the trustee will pay approved funding requests submitted by Ryals Creek in connection with the construction of the Improvements. If less than the Boggy Branch Contribution necessary for each phase is deposited into the Trust Account, then Boggy Branch shall deposit an initial amount of \$750,000 in the Trust Account and replenish the Trust Account on a monthly basis to ensure that the balance of the Trust Account is not less than \$750,000.

2. Requisition Preparation. Ryals Creek shall review all invoices, pay requests and other documents supporting payment of proper costs of construction (including engineering, legal, design, survey and other soft costs), and cause to be prepared appropriate requisitions from the Trust Account. Said requisitions shall be presented to Boggy Branch for review and approval. Upon the earlier of approval by Boggy Branch or seven (7) days, Ryals Creek shall cause the requisition to be submitted for payment from the Trust Account.

3. Dispute Resolution. In the event the Districts dispute the contents of a requisition, the Districts agree to use best efforts to dissolve a dispute. First, the Districts agree to cause their respective engineers to use their best efforts to resolve any disputes. To the extent the Districts' representatives are unable to agree, the Districts agree to submit the dispute to a third-party engineer, chosen jointly by the chairpersons of each of the Districts. Failing to resolve the dispute on the advice of a third-party engineer, either of the Districts may utilize all remedies available to it under this Interlocal Agreement. The Districts acknowledge that at the time of execution of this Interlocal Agreement, each of the Districts utilize the services of England-Thims & Miller and hereby affirm their waiver of any conflict with respect to that retention.

4. Allocation of Costs. The Boggy Branch Contribution shall be applied first to the payment of requisitions for Improvements. Upon the total expenditure of the Boggy Branch Contribution, Ryals Creek shall pay requisitions for Improvements directly in satisfaction of the Ryals Creek Contribution.

D. Use of Surplus Funds. If there is a surplus of funds from the Boggy Branch Contribution after the completion of the Improvements required for each phase, then Ryals Creek may use such funds for future phases or other improvements benefitting both Districts.

E. Right to Reimbursement. The Districts agree that the Boggy Branch Contribution is intended to provide for the construction of Improvements which provide benefit to the lands within the Districts. There shall be no right to reimbursement of the Boggy Branch Contribution so long as the Boggy Branch Contribution was used for Improvements or similar infrastructure improvements which benefit Boggy Branch.

F. Third Party Beneficiaries. The Seller is hereby designated as a third-party beneficiary to the Boggy Branch Funding Agreement and is entitled to the rights and benefits thereunder and may enforce the provisions thereof as if it were a party thereto. Similarly, the Buyer, CND-ICI SEQ, LLC, Weekley Homes, LLC and ICI Homes Residential Holdings, LLC are hereby designated as a third-party beneficiary to the Ryals Creek Funding Agreement and are entitled to the rights and benefits thereunder and may enforce the provisions thereof as if they were a party thereto.

Section 3.03 Construction of Improvements. Ryals Creek shall construct, install, or acquire the Improvements in accordance with all applicable permit requirements, requirements of regulatory agencies, the Interlocal Agreement, and mandates of general law.

A. Contracting for Improvements. Ryals Creek shall comply with all laws in the solicitation, selection and execution of any such construction contracts. It shall ensure that

all contractors are appropriately bonded to the extent required by the law and that the respective interests of each of the Districts are appropriately insured under each such contract.

B. Construction Administration. Ryals Creek shall assign a project manager with respect to the Improvements and administration of this Agreement who will:

1. Act as a liaison between the Districts, being responsive to both;
2. Attend board meetings of both Districts upon previous notification that the Improvements are to be discussed;
3. Review and process all invoices for the Improvements;
4. Review and approve design documents, as necessary for the Improvements;
5. Maintain the official project files with respect to the Improvements;
6. Coordinate with inspectors to resolve issues involving compliance with specifications and design documents with respect to the Improvements;
7. Perform all other contract functions as required for completion of the Improvements.

C. Construction Default; Takeover. If, at any time, Ryals Creek fails to complete the construction of the Improvements, subject only to reasonable delays for Force Majeure (a “**Construction Event of Default**”), Boggy Branch may, after notice to Ryals Creek and Sawmill Timber, LLC (“**Seller**”) and upon the failure of Ryals Creek or Seller to cure within a reasonable time, take assignment of any such construction contract for the Improvements and access funds set aside for construction of the Improvements to complete construction of the same (“**Takeover**”), including funds in the Trust Account. Any funds paid or disbursed to the Seller or Boggy Branch after Takeover shall only be utilized for completion of the applicable portion of the Improvements. In the event of a Takeover, Boggy Branch shall be entitled to receive and take title to any peak hour trips credits assigned to Ryals Creek by the City of Jacksonville under the provisions of the Development Agreement between Arthur Chester Skinner, III, et al., and the City dated December 8, 1998, as amended by that certain First Amendment to Development Agreement dated February 13, 2007, as further amended in that certain Second Amendment to Development Agreement dated April 24, 2014, in an amount equal to the amount by which the funds advanced by Boggy Branch to complete the Improvements exceed the amount Boggy Branch was required to fund under this Agreement. Boggy Branch may prioritize the completion of the Improvements to those required by the SEQ PUD applicable to Boggy Branch.

Section 3.04 Ownership and Maintenance of Improvements. The Districts agree that at the conclusion of the construction or installation of the Improvements, each of the Districts shall accept ownership of the Improvements lying within their respective geographic boundaries to the extent any Improvements are not accepted by the City of Jacksonville or other body of government or utility. Neither Ryals Creek and Boggy Branch shall have responsibility for maintaining the roadway, underground utilities, including stormwater drainage inlets and associated piping to the retention ponds, and traffic markings and signage portion of the Improvements after they have been completed and dedicated to the City of Jacksonville.

Section 3.05 Operation and Maintenance of Common Area Improvements. With this Interlocal Agreement, Ryals Creek agrees to assume maintenance responsibility of the surface

water management system retention ponds, street lighting, landscaping (including that landscaping subject to a maintenance agreement with the City of Jacksonville), irrigation and signage, other than traffic control signage, and similar such infrastructure located within the common areas identified on **Exhibit D** attached hereto (“**Common Area Improvements**”). Such maintenance responsibility may be subject to an agreement between Ryals Creek and any property owner’s association that is formed and assumes this obligation (“**POA**”). In the event Ryals Creek or the POA fail to maintain the Common Area Improvements, Boggy Branch, after notice to Ryals Creek and Seller and upon the failure of Ryals Creek or Seller to cure within a reasonable time, shall have the authority to take such remedial action as is necessary to maintain the Common Area Improvements through any lawful means available and assess the costs of such remedial action to Ryals Creek or the POA.

Section 3.06 Sharing of Operation and Maintenance Costs Related to Common Area Improvements. The Districts agree that in recognition of the mutual benefits provided by the Common Area Improvements, certain costs associated with the maintenance, operation, upkeep, repair and replace of the Common Area Improvements should be shared. Within seven (7) days after Ryals Creek approves its annual proposed budget, Ryals Creek shall provide a copy of its proposed budget to Boggy Branch to review. If Boggy Branch disputes the total amount budgeted by Ryals Creek for the operation and maintenance of the Common Area Improvements, Boggy Branch shall notify Ryals Creek of its concerns at least forty-five (45) days prior to the date of the Ryals Creek final budget hearing. The Districts agree to cooperate in good faith towards an agreeable budgeted amount prior to Ryals Creek’s adoption of its final budget. On or before January 1 of each fiscal year, Boggy Branch shall make a lump sum payment to Ryals Creek equal to 22.6473% of the projected budgeted costs of maintenance, operation, upkeep, repair and replacement relating to the Common Area Improvements (including contribution to reserve funds). At the conclusion of each fiscal year, Ryals Creek shall compare the actual annual expenses for the operation, repair and maintenance of the Common Area Improvements with the amount previously paid by Boggy Branch and provide notice to Boggy Branch if a true up to correct either an underpayment or overpayment is required. If a true up payment is required, it shall be made within thirty (30) days of such notice.

Section 3.07 Reciprocal Easements. Recognizing that in the construction, operation and maintenance of the Improvements it may be necessary for each of the Districts, their respective agents, contractors, employees, or staff to enter into the property of the other District, each of the Districts hereby authorizes its respective Chairperson or Vice-Chairperson to execute reciprocal, non-exclusive easements over, under, through and across their property in favor of the other for ingress, egress, construction, operation and maintenance of the Improvements (“Easements”). The Districts agree that multiple Easements may be necessary over the life of this Interlocal Agreement as the Districts’ boundaries may change, and no further authorization will be required to execute such Easements.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 4.01. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of the Districts, pursuant to Chapter 768, Florida Statutes (2019), and any amendment thereto, or other statute or law. Nothing in this Interlocal Agreement shall inure to the benefit of any third party

for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 4.02. Negotiation at Arm’s Length. This Interlocal Agreement has been negotiated fully between the parties as an arm’s length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 4.03. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to Boggy Branch: Boggy Branch Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

If to Ryals Creek: Ryals Creek Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

Section 4.04. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. The parties agree to act in good faith in determining the reasonable amount of time necessary to cure any breach. If the breach is not cured within a reasonable time period, the Districts shall comply with the procedures set forth in Chapter 164, Florida Statutes (2019) and any amendments thereto.

Section 4.05. Dispute Resolution. Except as otherwise provided herein, in the event the Districts are unable to resolve issues which are subject of this Interlocal Agreement the Districts shall submit their dispute to binding arbitration to resolve such issues. The Districts agree to cooperate in the selection of an arbitrator, and agree to share equally in arbitration expenses, including the fees of the arbitrator. However, each of the Districts shall be responsible for the fees of their respective counsels.

Section 4.06. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

Section 4.07. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Districts, and their respective successors.

Section 4.08. Amendment. This Interlocal Agreement shall constitute the entire agreement between the parties and may be modified in writing only by mutual agreement and execution by both parties.

Section 4.09. Filing. Either of the Districts are hereby authorized and directed, after approval of this Interlocal Agreement by the respective Districts and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Duval County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 4.10. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Duval County, Florida.

Section 4.11. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 4.12. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 4.13. Other Agreements. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

Section 4.14. Public Records. All records relating to the Improvements maintained by either of the Districts are subject to the public records laws of the State of Florida.

Section 4.15. Force Majeure. Neither party shall be deemed to be in default in the performance of any obligation hereunder if and so long as non-performance is caused by *Force Majeure* (regardless if such obligation to perform is expressly made subject to *Force Majeure*). As used herein, "*Force Majeure*" shall mean acts of God, earthquakes, blizzards, tornados, hurricanes and tropical storms, inclement weather in excess of historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain materials or supplies after the exercise of reasonable efforts, delay in granting required consent by the party entitled to so grant within the time frame required herein, delays by governmental authorities, and any other matter beyond the reasonable control of the party obligated to perform (provided that lack of funds shall not be considered *Force Majeure*).

Section 4.16. Effective Date. This Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of both parties, however, the Improvements may not be commenced until the District receives all necessary permits and approvals from the County and any other agency having jurisdiction over the necessary permits and approvals.

Section 4.17. Termination. This Agreement can only be terminated upon written consent of both parties. Notwithstanding the prior sentence, this Agreement may not be terminated until such time that Ryals Creek has transferred any and all maintenance responsibilities and permit obligations relating to the Common Area Improvements to another governmental entity or property owner's association.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

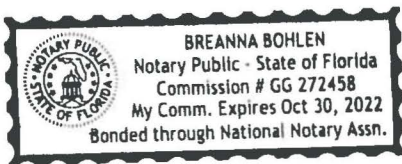
By: *[Signature]*
Name: BOIS FARRAL
Title: Secretary/Assistant Secretary

By: *[Signature]*
Name: A. Chester Skinner IV
Title: Chairperson

STATE OF FLORIDA
COUNTY OF Duval

The foregoing oath was administered before me by means of physical presence or online notarization this 21st day of December, 2020, by A. Chester Skinner IV, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Boggy Branch Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida

ATTEST:

RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: C. Riley Skinner
Name: C. RILEY SKINNER
Title: Secretary/Assistant Secretary

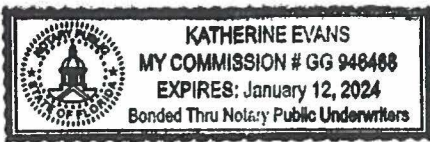
By: A. Chester Skinner III
Name: A. CHESTER SKINNER III
Title: Chairperson

STATE OF FLORIDA

COUNTY OF Duval

The foregoing oath was administered before me by means of physical presence or online notarization this 21st day of December, 2020, by A. Chester Skinner III, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Ryals Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)



Kathleen Evans
Notary Public, State of Florida



COMMERCIAL

COMMERCIAL




BOGGY BRANCH
PHASE 2
7,950 LF FORCE MAIN

BOGGY BRANCH
PHASE 1
1,600 LF ROADWAY

BOGGY BRANCH
PHASE 3
2,000 LF ROADWAY

RESIDENTIAL

LEGEND

-  PHASE 1
\$ 8,534,261.58
-  PHASE 2
\$ 2,768, 285.69
-  PHASE 3
\$ 15,667,582.18

Optional Access

Hampton Park

Estuary

EXHIBIT B

PHASE AUTHORIZIATION

- Phase: Phase One, the legal description and site plan for which is described in **Exhibit 1** attached hereto.
- Boggy Branch Contribution: The Phase One Boggy Branch Contribution shall be \$1,932,779.82.
- Construction Schedule: The Phase One Improvements are generally described in **Exhibit 2** attached hereto. Construction shall commence within thirty days from the date of this Phase Authorization, and Ryals Creek shall diligently pursue the completion of the Phase One Improvements. Ryals Creek shall cause the completion of the construction of the Phase One Improvements and the opening of the roadway portion thereof to the public and cause acceptance of the utility portion thereof by applicable utility companies (“Phase One Improvement Completion”) by the date that is three hundred sixty five (365) days from the date of this Phase Authorization, subject to *Force Majeure*.
- Third Party Beneficiary: It is expressly agreed upon by the Districts that DRP FL 2, LLC, CND-ICI SEQ, LLC, Weekley Homes, LLC and ICI Homes Residential Holdings, LLC shall have all the rights of a third-party beneficiary with respect to the completion of the Phase One Improvements as described in the Interlocal Agreement dated December 23, 2020 and this Phase Authorization, and shall be entitled to rely upon, and directly enforce, the provisions contained therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: *Bois F*
Name: BOIS FARRAR
Title: Secretary/Assistant Secretary

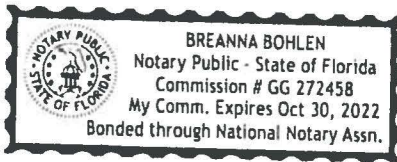
By: *A. Chester Skinner III*
Name: A. Chester Skinner III
Title: Chairperson

STATE OF FLORIDA

COUNTY OF Duval

The foregoing oath was administered before me by means of physical presence or online notarization this 21st day of December, 2020, by A. Chester Skinner, IV, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Boggy Branch Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)



Breanna Bohlen
Notary Public, State of Florida

ATTEST:

RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: C. Riley Skinner
Name: C. RILEY SKINNER
Title: Secretary/Assistant Secretary

By: A. Chester Skinner III
Name: A. CHESTER SKINNER III
Title: Chairperson

STATE OF FLORIDA
COUNTY OF Duval

The foregoing oath was administered before me by means of physical presence or online notarization this 21st day of December, 2020, by A. Chester Skinner III, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Ryals Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)



Katherine Evans
Notary Public, State of Florida

EXHIBIT C
BENEFIT ALLOCATION

	77.3527%	22.6473%	100.0000%
Trips¹	4,003	1,172	5,175

	Costs Attributable to <u>Ryals Creek</u>	Costs Attributable to <u>Boggy Branch</u>	Total
<u>Phase 1 Costs</u>	\$6,601,481.76	\$1,932,779.82	\$8,534,261.58
<u>Phase 2 Costs</u>	\$2,141,343.72	\$626,941.97	\$2,768,285.69
<u>Phase 3 Costs</u>	\$12,119,297.85	\$3,548,284.34	\$15,667,582.19
Total	\$20,862,123.33	\$6,108,006.13	\$26,970,129.46

¹ Represents the allocation of costs for the Improvements, but not representative of total development rights.

EXHIBIT D
COMMON AREA IMPROVEMENTS

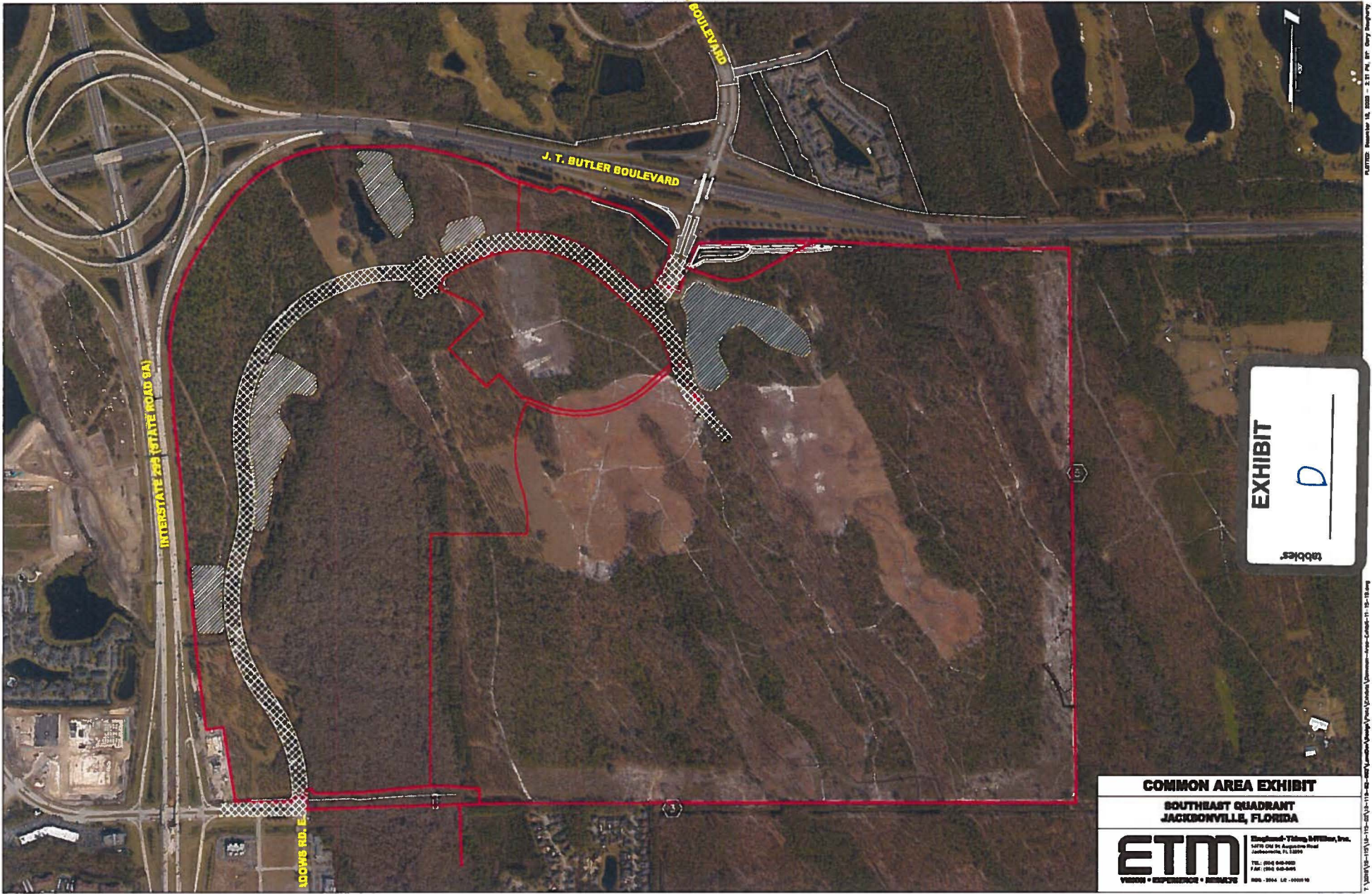


EXHIBIT
D
tabbles

COMMON AREA EXHIBIT
SOUTHEAST QUADRANT
JACKSONVILLE, FLORIDA

ETM Engineering • Planning • Architecture, Inc.
 1470 Old Ft. Augustine Road
 Jacksonville, FL 32209
 TEL: (904) 684-8800
 FAX: (904) 684-8495
 MOD. 2004 LG-000010

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

AMENDED PROPOSAL FOR:
Seven Pines
Sign Monuments Construction Administration
Jacksonville, FL
Project # 22-28A

To: Ryals Creek Community Development District
c/o Chip Skinner
2963 Dupont Ave.
Jacksonville, FL 32217

Date: September 21, 2023

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: Hourly @ \$125/hr. _____ (Not to exceed \$5,000)

Shop Drawing Review & Construction Administration

- 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).
- D. Review "Certificate of Payment"
- E. Review change orders and respond to RFI's
- F. Attend on-site meetings as requested based on hourly rate of trip duration.
- G. Perform inspections and initiate corresponding inspection reports if necessary.
- H. Creating clarification details.
- I. 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 2: \$1,200 per trip _____

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
- 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

6

RESOLUTION 2024-01

A RESOLUTION OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity ("**DEO**"), a schedule of its regular meetings.

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

1. **ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. **FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file this Resolution with DEO.
3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of October, 2023.

ATTEST:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2023 <i>Rescheduled to October 11, 2023</i>	Regular Meeting	9:30 AM
October 11, 2023	Regular Meeting	9:30 AM
November 14, 2023	Regular Meeting	9:30 AM
December 12, 2023	Regular Meeting	9:30 AM
January 9, 2024	Regular Meeting	9:30 AM
February 13, 2024	Regular Meeting	9:30 AM
March 19, 2024	Regular Meeting	9:30 AM
April 9, 2024	Regular Meeting	9:30 AM
May 14, 2024	Regular Meeting	9:30 AM
June 11, 2024	Regular Meeting	9:30 AM
July 9, 2024	Regular Meeting	9:30 AM
August 13, 2024	Regular Meeting	9:30 AM
September 10, 2024	Regular Meeting	9:30 AM

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7

**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
5/5/2023	TMA Trip Revenue	9,153.39
5/5/2023	TMA Trip Revenue	18,306.78
6/8/2023	TMA Trip Revenue	9,153.39
6/8/2023	TMA Trip Revenue	18,306.78
6/27/2023	Decrease Bond Amount	22,895.30
7/7/2023	TMA Trip Revenue	61,022.60
7/7/2023	TMA Trip Revenue	27,460.17
8/4/2023	TMA Trip Revenue	15,255.63
8/4/2023	TMA Trip Revenue	30,511.30
8/22/2023	TMA Trip Revenue	12,204.50
8/22/2023	TMA Trip Revenue	18,306.78
Total Construction Funds		13,007,819.13

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)
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)	
7/11/2023	115	England, Thims & Miller	(10,628.00)	
7/11/2023	116	England, Thims & Miller	(7,527.50)	
7/11/2023	119	JEA	(150,858.00)	
7/11/2023	120	England, Thims & Miller	(6,590.00)	
7/11/2023	121	National Stormwater Trust	(10,285.00)	
7/27/2023	114	Vallencourt Construction Company, Inc.	(204,125.30)	
7/27/2023	117	Vallencourt Construction Company, Inc.	(254,714.04)	
8/3/2023	118	Vallencourt Construction Company, Inc.	(113,410.78)	
8/31/2023	122	England, Thims & Miller	(17,408.25)	
8/31/2023	123	Basham & Lucas Design Group, Inc.	(3,587.50)	
8/31/2023	124	National Stormwater Trust	(9,345.00)	
8/31/2023	125	Vallencourt Construction Company, Inc.	(141,134.32)	
Balance				(9,371,043.08)

Total Cash Available (Excluding Retainage Payable)

3,636,776.05

Retainage Payable

8/20/2021	35	Vallencourt Construction Company, Inc.	(39,404.85)	
11/8/2021	-	Transfer in	39,404.85	
3/17/2022	62 & 63	Vallencourt Construction Company, Inc.	(58,512.48)	
3/24/2022	-	Transfer out	(599,646.45)	
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)	
7/27/2023	114	Vallencourt Construction Company, Inc.	(10,743.44)	
7/27/2023	117	Vallencourt Construction Company, Inc.	(13,406.00)	
8/3/2023	118	Vallencourt Construction Company, Inc.	(5,968.98)	
8/31/2023	125	Vallencourt Construction Company, Inc.	(7,428.13)	
Balance				(544,299.99)

Total Available/(Shortfall): Assuming all Obligations Paid

\$ 3,092,476.06

*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
AUGUST 31, 2023**

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

	General Fund	Capital Projects Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 107,113	\$3,636,776	\$ 3,743,889
Total assets	<u>\$ 107,113</u>	<u>\$3,636,776</u>	<u>\$ 3,743,889</u>
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Retainage payable	\$ -	\$ 544,300	\$ 544,300
Due to Landowner	27,874	-	27,874
Accrued wages payable	200	-	200
Accrued taxes payable	321	-	321
Landowner advance	6,000	-	6,000
Total liabilities	<u>34,395</u>	<u>544,300</u>	<u>578,695</u>
 Fund balances:			
Restricted for:			
Capital projects	-	3,092,476	3,092,476
Unassigned	72,718	-	72,718
Total fund balances	<u>72,718</u>	<u>3,092,476</u>	<u>3,165,194</u>
 Total liabilities and fund balances	<u>\$ 107,113</u>	<u>\$3,636,776</u>	<u>\$ 3,743,889</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 35,253	\$ 35,253	100%
Assessment levy: off-roll	-	204,922	204,922	100%
Interlocal - Boggy Branch CDD	-	45,441	42,947	106%
Total revenues	<u>-</u>	<u>285,616</u>	<u>283,122</u>	101%
EXPENDITURES				
Professional & administrative				
Supervisors	-	5,382	7,536	71%
District engineer	2,190	20,148	10,000	201%
District counsel	282	13,961	25,000	56%
District management	3,000	33,000	36,000	92%
Printing & binding	42	458	500	92%
Legal advertising	-	1,309	1,500	87%
Postage	14	14	500	3%
Audit	-	3,100	3,575	87%
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>5,528</u>	<u>84,025</u>	<u>92,201</u>	91%
Field operations - Shared¹				
Field management	300	3,000	6,000	50%
O&M accounting	-	-	3,400	0%
Stormwater management				
Street lights	450	2,700	7,005	39%
Effluent supply	3,419	48,721	18,782	259%
Landscape				
Maintenance contract	-	7,427	-	N/A
Plant replacement	-	1,050	-	N/A
Irrigation repairs	145	941	-	N/A
Phase 1A	3,600	36,400	45,500	80%
Phase 1A Mulch	-	27,400	18,900	145%
Phase 1B	-	-	38,000	0%
Phase 1B mulch	-	-	27,048	0%
Roadway maintenance	-	-	25,000	0%
Total field operations	<u>7,914</u>	<u>127,639</u>	<u>189,635</u>	67%

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

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector	-	1,234	1,285	96%
Total other fees & charges	-	1,234	1,285	96%
Total expenditures	13,442	212,898	283,121	75%
 Excess/(deficiency) of revenues over/(under) expenditures	 (13,442)	 72,718	 1	
 Fund balances - beginning	 86,160	 -	 -	
Fund balances - ending	<u>\$ 72,718</u>	<u>\$ 72,718</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 AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
TMA trip revenue	\$ 30,511	\$ 249,315
Total revenues	<u>30,511</u>	<u>249,315</u>
EXPENDITURES		
Capital outlay	298,283	1,783,899
Construction costs - CD	-	57,924
Total expenditures	<u>298,283</u>	<u>1,841,823</u>
Excess/(deficiency) of revenues over/(under) expenditures	(267,772)	(1,592,508)
Fund balances - beginning	<u>3,360,248</u>	<u>4,684,984</u>
Fund balances - ending	<u>\$ 3,092,476</u>	<u>\$ 3,092,476</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 Public Hearings and a Regular Meeting on July 11, 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 (via telephone)	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
Alex Jacobs	England-Thims & Miller, Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:30 a.m.

Supervisors Jones, Riley Skinner, Chip Skinner and Davis Skinner were present. Supervisor Eyrick attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Proof/Affidavit of Publication

40 The affidavit of publication was included for informational purposes.

41 **B. Consideration of Resolution 2023-03, Relating to the Annual Appropriations and**
42 **Adopting the Budgets for the Fiscal Year Beginning Octobre 1, 2023, and Ending**
43 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
44 **Date**

45 Mr. Torres presented Resolution 2023-03. He reviewed the changes to the proposed
46 Fiscal Year 2024 budget that were discussed at the last meeting. Mr. Chip Skinner stated that
47 changes are mostly because certain areas will be conveyed to the CDD in Fiscal Year 2024.

48

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

51

52

53 No members of the public spoke.

54

55 **On MOTION by Mr. Davis Skinner and seconded by Mr. Riley Skinner, with all**
56 **in favor, the Public Hearing was closed.**

57

58

59 **On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor,**
60 **Resolution 2023-03, Relating to the Annual Appropriations and Adopting the**
61 **Budgets for the Fiscal Year Beginning Octobre 1, 2023, and Ending September**
62 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**
63 **was adopted.**

64

65

66 **FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2023/2024, Pursuant to Florida Law

67

68

69

70

71

72 **A. Proof/Affidavit of Publication**

73 **B. Mailed Notice(s) to Property Owners**

74 These items were included for informational purposes.

75 C. **Consideration of Resolution 2023-04, Making a Determination of Benefit and Imposing**
 76 **Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
 77 **Enforcement of Special Assessments, Including but Not Limited to Penalties and**
 78 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the**
 79 **Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

80 A Board Member asked if the Special Assessments are for just the Operations and
 81 Maintenance assessments of the CDD and do not include bond Debt Service assessments. Mr.
 82 Chip Skinner replied affirmatively; it is for O&M and Professional & administrative costs.

83

84 **On MOTION by Mr. Davis Skinner and seconded by Mr. Riley Skinner, with all**
 85 **in favor, the Public Hearing was opened.**

86

87

88 No members of the public spoke.

89

90 **On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor,**
 91 **the Public Hearing was closed.**

92

93

94 Regarding Resolution 2023-04, Ms. Buchanan asked if the Collection Schedule for direct
 95 billing is convenient for the Developer. Mr. Chip Skinner replied affirmatively.

96

97 **On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor,**
 98 **Resolution 2023-04, Making a Determination of Benefit and Imposing Special**
 99 **Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
 100 **Enforcement of Special Assessments, Including but Not Limited to Penalties**
 101 **and Interest Thereon; Certifying an Assessment Roll; Providing for**
 102 **Amendments to the Assessment Roll; Providing a Severability Clause; and**
 103 **Providing an Effective Date, was adopted.**

104

105

106 **FIFTH ORDER OF BUSINESS**

107

108

109

Consideration of Agreement Regarding the
Direct Collection for Special Assessments
for Fiscal Year 2023-2024

110 Ms. Buchanan presented the revised Agreement Regarding the Direct Collection of
111 Special Assessments for Fiscal Year 2023-2024, which differs from the version in the agenda.
112 This Agreement governs the CDD's collection of off-roll assessments and ability to enforce any
113 non-payment via the two methods provided for by Florida Statute. This Agreement is being re-
114 introduced in all her CDDs due to the current real estate market conditions, to avoid potential
115 litigation for any unstable projects that might end in default. She recommends having an
116 Agreement in place with any direct collected landowner that has a large number of
117 assessments.

118

119 **On MOTION by Mr. Chip Skinner and seconded by Mr. Riley Skinner, with all in**
120 **favor, the Agreement Regarding the Direct Collection for Special Assessments**
121 **for Fiscal Year 2023-2024, with Sawmill Timber, LLC, in substantial form,**
122 **subject to Mr. Torres receiving a copy of the final executed Agreement, was**
123 **approved.**

124

125

126 **▪ Consideration of Boggy Branch CDD Request to Transfer Maintenance Responsibility**
127 **for Landscaping and irrigation Installed on Generation Avenue**

128 **This Item, previously the Ninth Order of Business, was presented out of order.**

129 Mr. Chip Skinner presented the June 12, 2023 Boggy Branch CDD letter requesting
130 transfer of the landscape and irrigation maintenance responsibilities on Generation Avenue
131 from the Boggy Branch CDD to the Ryals Creek CDD, since the property is located within the
132 Ryals Creek CDD's boundaries. He noted the cost of the road was split 50/50 with the CDD and
133 ICI Homes, who also installed the landscape in certain areas because of the traffic being
134 directed to their Sales Center.

135 Mr. Chip Skinner discussed conversations with Mr. Weekely, Ms. Buchanan and Mr.
136 Crews, the landscape proposal behind the Eleventh Order of Business that excludes irrigation,
137 suggested terms to present to Boggy Branch CDD for transfer to commence October 1, 2023,
138 outlining the areas of maintenance responsibilities between both CDDs and the Boggy Branch
139 CDD incurring costs to separate the irrigation system.

140 Discussion ensued regarding confirming if the C.S.S. Landscaping proposal covers the
141 entire road and, if so, the need to break the costs down between the CDDs, on a monthly basis.
142 Other discussions included the suggestion for the CDD to take on the landscape responsibilities
143 since a Shared Cost Agreement already exists and funding the additional expense utilizing funds
144 allotted to the Fiscal Year 2024 "Maintenance & repairs" budget line item, if available at year
145 end.

146 Ms. Buchanan suggested resolving the other issues, such as adding Pond D to the Shared
147 Facilities Exhibit so that it is subject to the Interlocal Agreement, which was discussed at the last
148 meeting. Mr. Chip Skinner asked Staff to prepare the appropriate documents prior to October,
149 when the property will be conveyed to the CDD.

150 Asked if proposals from C.S.S. Landscaping to maintain Stillwood, Phase 2, Buckfield
151 Circle and Pond D, etc., were obtained, Mr. Crews replied no. Staff will need to include this in
152 the appropriate documents. It was noted an estimate for Buckfield Circle was obtained.

153 This item was deferred to September.

154 **▪ Consideration of Seven Pines Entry Monument**

155 **This item, previously the Tenth Order Business, was presented out of order.**

156 Mr. Chip Skinner distributed and presented the Construction Specialties of North Florida
157 (CSNF) Estimate #36264, which is a rebid on the monument sign based on the revised plans.
158 CSNF was the lowest bidder on the initial bid package, which was to provide two monument
159 signs and one in the middle. He discussed his conversation with the vendor about the increase
160 in cost and recommended for approval.

161

162 **On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor,**
163 **Construction Specialties of North Florida Estimate #36264, for the Seven Pines**
164 **Entry Monument, based on the revised plans dated June 21, 2023, in a not-to-**
165 **exceed amount of \$159,379, was approved.**

166

167

168 **▪ Consideration of C.S.S. Landscaping, Inc., Sevens Pines Phase 1A & 1B Maintenance**
169 **Addendum #4**

170 **This item, previously the Eleventh Order Business, was presented out of order.**

171 This item was deferred to September.

172

173	SIXTH ORDER OF BUSINESS	Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022, Prepared by Berger, Toombs, Elam, Gaines & Frank
174		
175		
176		
177		

178 Mr. Torres presented the Audited Annual Financial Report for the Fiscal Year Ended
 179 September 30, 2022 and noted the pertinent information. There were no findings,
 180 recommendations, deficiencies in internal control or instances of noncompliance; it was a clean
 181 report.

182

183	SEVENTH ORDER OF BUSINESS	Consideration of Resolution 2023-05, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022
184		
185		
186		
187		
188		

<p>189 On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, 190 Resolution 2023-05, Hereby Accepting the Audited Financial Report for the 191 Fiscal Year Ended September 30, 2022, was adopted.</p>
--

192

193	EIGHTH ORDER OF BUSINESS	Consideration of Resolution 2023-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District and Providing for an Effective Date
194		
195		
196		
197		
198		
199		

200 This item was deferred.

201

202	NINTH ORDER OF BUSINESS	Consideration of Boggy Branch CDD Request to Transfer Maintenance Responsibility for Landscaping and irrigation Installed on Generation Avenue
203		
204		
205		
206		

207 This item was presented following the Fifth Order of Business.

208

209 **TENTH ORDER OF BUSINESS** **Consideration of Seven Pines Entry**
210 **Monument**

211
212 This item was presented following the Fifth Order of Business.

213
214 **ELEVENTH ORDER OF BUSINESS** **Consideration of C.S.S. Landscaping, Inc.,**
215 **Sevens Pines Phase 1A & 1B Maintenance**
216 **Addendum #4**

217
218 This item was deferred.

219
220 **TWELFTH ORDER OF BUSINESS** **Consideration of Fiscal Year 2024 Deficit**
221 **Funding Agreement**

222
223 This Item was discussed during Item 16A.

224
225 **THIRTEENTH ORDER OF BUSINESS** **Update: Construction Account Activity**

226
227 The Construction Account Activity related to the Boggy Branch Interlocal Agreement
228 was included for informational purposes.

229 Mr. Chip Skinner stated that the latest Vallencourt requisition indicates the project is
230 92.26% completed. Mr. Crews stated that the remaining 8% consists of Vallencourt completing
231 signing and the final pavement markings, the final testing and punch list items. They advised
232 that this excluded billing for the Phase 1B watering on the hydro meter and requested a final
233 landscape walkthrough with the team. Mr. Chip Skinnner voiced his opinion that, from the
234 photographs he received, a lot of work still needs to be completed before turnover.

235 Discussion ensued about coordinating inspections with Vallencourt and C.S.S.
236 Landscaping, Vallencourt pushing JEA Electric to complete its project before accepting
237 conveyance and deeming the project complete and if the transformer for Phase 1B arrived.

238
239 **FOURTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
240 **Statements as of May 31, 2023**

241
242

243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275

On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor, the Unaudited Financial Statements as of May 31, 2023, were accepted.

FIFTEENTH ORDER OF BUSINESS

Approval of May 2, 2023 Regular Meeting Minutes

On MOTION by Mr. Chip Skinner and seconded by Mr. Davis Skinner, with all in favor, the May 2, 2023 Regular Meeting Minutes, as presented, were approved.

A Board Member reported that he still has not received his Supervisor stipend. Mr. Torres stated that he will contact the Accounting Department.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock, LLP

There was no report.

Discussion ensued regarding August and September meetings. Staff was directed to cancel the August meeting.

Ms. Buchanan presented the Fiscal Year 2024 Deficit Funding Agreement behind the Twelfth Order of Business. Consideration was deferred.

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

Mr. Hall stated that he is preparing the bid package to advertise and hopes to present the responses at the September meeting. Ms. Buchanan stated she will need to prepare a Construction Funding Agreement with the Landowner, due to the CDD’s current financial status.

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

- **__ Registered Voters in District as of April 15, 2023**
- **NEXT MEETING DATE: August 1, 2023 at 9:30 a.m.**
- **QUORUM CHECK**

300
301
302
303
304
305

Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2023 <i>Rescheduled to October 11, 2023</i>	Regular Meeting	9:30 AM
October 11, 2023	Regular Meeting	9:30 AM
November 14, 2023	Regular Meeting	9:30 AM
December 12, 2023	Regular Meeting	9:30 AM
January 9, 2024	Regular Meeting	9:30 AM
February 13, 2024	Regular Meeting	9:30 AM
March 19, 2024	Regular Meeting	9:30 AM
April 9, 2024	Regular Meeting	9:30 AM
May 14, 2024	Regular Meeting	9:30 AM
June 11, 2024	Regular Meeting	9:30 AM
July 9, 2024	Regular Meeting	9:30 AM
August 13, 2024	Regular Meeting	9:30 AM
September 10, 2024	Regular Meeting	9:30 AM