

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

April 5, 2022

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

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

March 29, 2022

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

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on April 5, 2022 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Interlocal Agreement by and Among Duval County Property Appraiser, Duval County Tax Collector, and Ryals Creek Community Development District for Uniform Collection and Enforcement of Non-Ad Valorem Assessment
4. Consideration of Stormwater Management Need Analysis Proposal
5. Consideration of Mobility Fee Agreement
6. Update: Construction Account Activity
7. Acceptance of Unaudited Financial Statements as of February 28, 2022
8. Approval of February 1, 2022 Public Hearing and Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *England- Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 3, 2022 at 9:30 AM

○ QUORUM CHECK

J MALCOM JONES, III	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
RILEY SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHIP SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
DAVIS SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHRIS EYRICK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

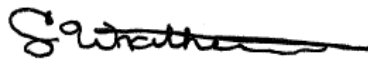
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property Appraiser: Jerry Holland
Duval County Property Appraiser
231 E. Forsyth Street, Suite 270
Jacksonville, FL 32202

Tax Collector: Jim Overton
Duval County Tax Collector
231 E. Forsyth Street, Suite 100
Jacksonville, FL 32202

District: Mike Hoyos
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431

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

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

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

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

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

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

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

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

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

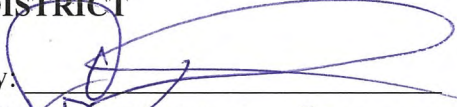
13. **Incorporation of Recitals.** The recitals set forth above and all applicable laws, rules and regulations are incorporated into and constitute a part of this Agreement.

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

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

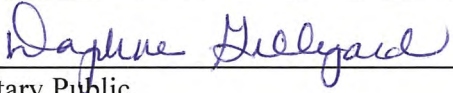
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers, duly authorized, as of the day and year first written above.

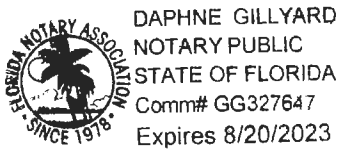
**RYALS CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Its: District Manager


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

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


Notary Public
Print Name: Daphne Gillyard
My Commission Expires: 3/20/2023




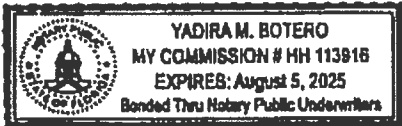
**DUVAL COUNTY
PROPERTY APPRAISER**


Jerry Holland
Property Appraiser

STATE OF FLORIDA
COUNTY OF DUVAL

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


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




DUVAL COUNTY TAX COLLECTOR



Jim Overton
Tax Collector

STATE OF FLORIDA
COUNTY OF DUVAL

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


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

Form Approved


Office of General Counsel

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

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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March 30, 2022

**WORK AUTHORIZATION NO. 3
RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
CONTINUING SERVICES**

Scope of Work for the following:

State Mandated – Storm Water Need Analysis (20 years)

ETM No. Job Number 19-115-06003

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

FEE..... HOURLY

(BUDGET ESTIMATE: \$10,000.00)

Not to Exceed without prior authorization

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

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

ITEMS NOT INCLUDED

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

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

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

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

GENERAL CONDITIONS

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

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

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Accepted this _____ day

England-Thims & Miller, Inc.

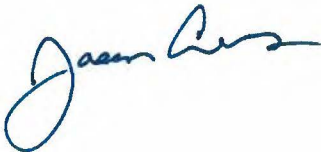
of _____, 2022



By: _____

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

For: _____



Jason Crews
Project Manager

KTPM/JC/akj

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

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

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

Interlocal Agreement Funding Received

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

Requisitions:

Date	Requisition #	Payee	Amount
Processed			
3/5/2021	2	Vallencourt Construction Company	(159,073.21)
3/5/2021	3	Vallencourt Construction Company	(114,238.35)
4/15/2021	11	Vallencourt Construction Company	(363,259.47)
4/30/2021	17	Vallencourt Construction Company	(471,762.45)
6/17/2021	24	Vallencourt Construction Company	(669,949.26)
7/30/2021	32	Vallencourt Construction Company	(154,497.08)
Balance			(1,932,779.82)

Interlocal agreement funding still to be received -

In circulation (awaiting funding) -

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
Balance			-

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

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

Remaining amounts to expend:

Construction draw funding agreement (ICI commitment amount)				\$ 5,600,220.00
Date	Requisition #	Payee	Amount	
Payment verified				
10/1/2021	38	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	(60,438.59)	
10/01/21	39	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #2	(436,288.20)	
10/8/2021	41	GP Materials, Inc. - CONSTRUCTION DRAW #3	(11,106.24)	
10/8/2021	42	Vallencourt Construction Company - CONSTRUCTION DRAW #5	(201,426.30)	
10/26/2021	44	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
11/8/2021		Transfer out ¹	(1,838,606.70)	
10/26/2021	46	Forterra Pipe & Precast - CONSTRUCTION DRAW #7	(4,683.38)	
10/26/2021	43	GP Materials, Inc. - CONSTRUCTION DRAW #7	(5,391.21)	
10/26/2021	45	Vallencourt Construction Company - 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)
Total remaining to be drawn for construction per agreement (not including related retainage)				-
Eligible Retainage Payable				
9/9/2021	39	Vallencourt Construction Company, Inc.	(48,476.47)	
9/30/2021	42	Vallencourt Construction Company, Inc.	(22,380.70)	
10/26/2021	45	Vallencourt Construction Company, Inc.	(71,975.06)	
11/8/2021	-	Transfer out ²	(218,741.12)	
11/8/2021	-	Transfer out ³	(39,404.85)	
12/8/2021	50	Vallencourt Construction Company, Inc.	(82,441.39)	
12/28/2021	55	Vallencourt Construction Company, Inc.	(75,708.89)	
2/8/2022	57	Vallencourt Construction Company, Inc.	(40,517.97)	
2/28/2022	-	Transfer in ⁵	599,646.45	
Total retainage payable				-
Total remaining to be drawn for construction per agreement (including related retainage)⁴				\$ -

¹These 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.

²See Interlocal Agreement tab for details

³See Construction Account Activity tab for details

⁴If this amount is negative then the shortfall will be funded from other sources (starting with the \$6.4M bucket)

⁵This 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
Funds received				
10/22/2021	-	CONSTRUCTION DRAW #1	(390,533.92)	
11/8/2021	38	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	(60,438.59)	
11/8/2021	39	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #2	(436,288.20)	
11/8/2021	41	GP Materials, Inc. - CONSTRUCTION DRAW #3	(11,106.24)	
11/8/2021	-	CONSTRUCTION DRAW #4	(1,448,072.78)	
11/8/2021	42	Vallencourt Construction Company - 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)
Total remaining to be received from ICI				-
In circulation (to be processed) - awaiting funding from ICI				
Total requested but not received to date				-
Total remaining to be requested from ICI				\$ -

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

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

Requisitions:

Date	Requisition #	Payee	Amount
Payment verified			
3/2/2021	1	Sawmill Timber, LLC.	(2,266,000.64)
3/5/2021	4	England, Thims & Miller	(24,000.00)
3/22/2021	5	England, Thims & Miller	(24,024.31)
3/22/2021	6	Core & Main*	(593,466.53)
3/22/2021	7	England, Thims & Miller	(4,800.00)
4/5/2021	8	Forterra Pipe & Precast, LLC.*	(100,286.97)
4/5/2021	9	Core & Main*	(12,867.20)
4/5/2021	10	ECS of Florida	(2,500.00)
4/5/2021	12	Core & Main*	(18,742.00)
4/5/2021	13	Core & Main*	(184,403.28)
4/5/2021	14	Forterra Pipe & Precast, LLC.*	(31,361.65)
5/4/2021	15	England, Thims & Miller	(36,791.70)
5/4/2021	16	England, Thims & Miller	(28,851.67)
5/4/2021	18	Forterra Pipe & Precast, LLC.*	(18,185.40)
5/19/2021	19	ECS of Florida	(9,000.00)
5/19/2021	20	Forterra Pipe & Precast, LLC.*	(39,135.69)
5/19/2021	21	Core & Main*	(140,273.96)
5/19/2021	22	England, Thims & Miller	(270,545.65)
5/19/2021	23	ECS of Florida	(21,500.00)
6/30/2021	25	Valmont Industries, Inc.*	(177,000.00)
6/30/2021	26	ECS of Florida	(6,000.00)
6/30/2021	27	Forterra Pipe & Precast, LLC.*	(76,382.83)
6/30/2021	28	England, Thims & Miller	(134,858.13)
6/30/2021	29	Core & Main*	(4,477.76)
8/2/2021	30	Forterra Pipe & Precast, LLC.*	(20,275.51)
8/2/2021	31	Core & Main*	(31,214.00)
8/2/2021	32	Vallencourt Construction Company, Inc.*	(35,890.30)
8/2/2021	33	ECS of Florida	(14,300.00)
8/2/2021	34	England, Thims & Miller	(141,652.98)
8/20/2021	35	Vallencourt Construction Company, Inc.*	(354,643.62)
8/20/2021	36	ECS of Florida	(3,500.00)
11/8/2021		Transfer in*	1,838,606.70
10/1/2021	37	England, Thims & Miller	(60,094.56)
10/26/2021	47	England, Thims & Miller	(241,608.71)
11/22/2021	48	England, Thims & Miller	(115,839.10)
12/10/2021	52	England, Thims & Miller	(159,169.57)
12/28/2021	54	England, Thims & Miller	(109,407.76)
2/8/2022	58	England, Thims & Miller	(170,164.51)
2/8/2022	59	Onsight Industries	(32,243.08)
3/3/2022	61	England, Thims & Miller	(71,418.42)
3/17/2022	63	Vallencourt Construction Company, Inc.	(161,266.48)
3/17/2022	64	GP Materials, Inc.	(1,000.07)
3/17/2022	65	Cash Building Material	(28,204.60)
Balance			(4,138,741.94)

Total Cash Available (Excluding Retainage Payable) 8,036,951.96

Retainage Payable			
8/20/2021	35	Vallencourt Construction Company, Inc.	(39,404.85)
11/8/2021	-	Transfer in	39,404.85
3/17/2022	62 & 63	Vallencourt Construction Company, Inc.	(58,512.48)
3/24/2022	-	Transfer out	(599,646.45)
Balance			(658,158.93)

Total Available/(Shortfall): Assuming all Obligations Paid \$ 7,378,793.03

*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

7

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2022**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2022**

	General Fund	Capital Projects Fund	Total Governmental Funds
ASSETS			
Cash	\$ 24,018	\$8,566,034	\$ 8,590,052
Undeposited funds	-	70,888	70,888
Due from Landowner	12,201	-	12,201
Due from ICI Homes	-	10,962	10,962
Total assets	<u>\$ 36,219</u>	<u>\$8,647,884</u>	<u>\$ 8,684,103</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 9,360	\$ -	\$ 9,360
Retainage payable	-	599,646	599,646
Accrued wages payable	2,000	-	2,000
Accrued taxes payable	153	-	153
Construction advance - ICI	-	396,301	396,301
Landowner advance	6,000	-	6,000
Total liabilities	<u>17,513</u>	<u>995,947</u>	<u>1,013,460</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	12,201	10,962	23,163
Total deferred inflows of resources	<u>12,201</u>	<u>10,962</u>	<u>23,163</u>
Fund balances:			
Restricted for:			
Capital projects	-	7,640,975	7,640,975
Unassigned	6,505	-	6,505
Total fund balances	<u>6,505</u>	<u>7,640,975</u>	<u>7,647,480</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 36,219</u>	 <u>\$8,647,884</u>	 <u>\$ 8,684,103</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 18,706	0%
Interlocal - Boggy Branch CDD	-	-	16,831	0%
Landowner contribution	-	33,240	130,980	25%
Lot closing revenue	-	18,706	-	N/A
Total revenues	<u>-</u>	<u>51,946</u>	<u>166,517</u>	31%
EXPENDITURES				
Professional & administrative				
Supervisors	1,000	2,800	7,000	40%
FICA	77	215	536	40%
District engineer	-	2,648	10,000	26%
District counsel	936	5,230	25,000	21%
District management	3,000	15,000	36,000	42%
Printing & binding	42	208	500	42%
Legal advertising	-	2,688	1,500	179%
Postage	42	73	500	15%
O&M methodology	-	3,500	-	N/A
Audit	-	-	3,575	0%
Insurance - GL, POL	-	5,175	5,500	94%
Miscellaneous- bank charges	-	-	500	0%
Website				
Hosting & development	-	705	705	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	195	195	500	39%
Total professional & administrative	<u>5,292</u>	<u>38,822</u>	<u>92,201</u>	42%
Field operations - Shared¹				
Field management	-	-	2,000	0%
Stormwater management				
Street lights	-	-	5,334	0%
Effluent supply	-	-	18,782	0%
Landscape				
Maintenance contract	-	-	39,200	0%
Plant replacement	-	-	2,500	0%
Irrigation repairs	-	-	1,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>74,316</u>	0%
Total expenditures	<u>5,292</u>	<u>38,822</u>	<u>166,517</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	(5,292)	13,124	-	
Fund balances - beginning	11,797	(6,619)	-	
Fund balances - ending	<u>\$ 6,505</u>	<u>\$ 6,505</u>	<u>\$ -</u>	

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Lot closing revenue	\$ -	\$ 5,590,548
Construction draw funding	1,938,826	2,645,091
Mobility fees	70,888	70,888
Total revenues	<u>2,009,714</u>	<u>8,306,527</u>
EXPENDITURES		
Capital outlay	202,407	562,642
Construction costs - CD	405,179	2,922,013
Total expenditures	<u>607,586</u>	<u>3,484,655</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,402,128	4,821,872
Fund balances - beginning	<u>6,238,847</u>	<u>2,819,103</u>
Fund balances - ending	<u>\$ 7,640,975</u>	<u>\$ 7,640,975</u>

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT
MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Ryals Creek Community Development District held a Public Hearing and Regular Meeting on February 1, 2022 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present were:

A. Chester (Chip) Skinner, III	Chair
J. Malcolm Jones, III	Vice Chair
Christopher J. Eyrick	Assistant Secretary
Clayton (Riley) Skinner	Assistant Secretary
David (Davis) Godfrey Skinner, Jr.	Assistant Secretary

Also present, were:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

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

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

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

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

46

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

49

50

51 No members of the public spoke.

52

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

55

56

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

58

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

65

66

67 **FOURTH ORDER OF BUSINESS**

Update: Construction Account Activity

68

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

71 ➤ The Interlocal Funding Agreement required the Boggy Branch CDD (BBCDD) to issue
72 approximately \$1.932 million in bonds, which was paid back in full.

73 ➤ The second tranche of funding totaled approximately \$5.6 million. Wrathell, Hunt and
74 Associates (WHA) was processing the \$750,000 monthly baseline withdrawals to ensure
75 payment of requisitions and reimbursement of construction draws such as those shown.
76 Approximately \$4 million of the \$5.6 million has been paid out and the remaining balance of
77 approximately \$1.6 million would be depleted when the remaining construction draws are
78 processed.

79 Mr. Chip Skinner asked if the \$5.6 million would be fully funded following the final
80 request of approximately \$10,000 from ICI. Discussion ensued regarding the “Total remaining to
81 be drawn for construction per agreement (not including related retainage)” of approximately
82 \$760,000 and other totals shown on Page 2.

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

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

94

95 **FIFTH ORDER OF BUSINESS**

**Consideration of Stormwater Management
Need Analysis Proposal**

96

97

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

101 Ms. Suit stated the Stormwater Management Needs Analysis Report requirement was
102 discussed at a previous meeting. She noted that, while the Report is not due until June 30,
103 2022, lead time to compile the extensive amount of information requested is needed.

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

106

107

108

109

110

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

111

112

113 **SIXTH ORDER OF BUSINESS****Acceptance of Unaudited Financial
Statements as of December 31, 2021**114
115

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

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

120

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

123

124

125 **SEVENTH ORDER OF BUSINESS****Approval of January 4, 2022 Regular
Meeting Minutes**126
127

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

129

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

132

133

134 **EIGHTH ORDER OF BUSINESS****Staff Reports**

135

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

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

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

141 Mr. Crews stated On Site Industries, the subcontractor providing decorative street signs,
142 provided a proposal for the Phase 1A and 1B signage, excluding the roadways that require DOT
143 signs. The proposed cost for fabrication and installation is \$69,322.61 versus the approximate
144 cost of \$73,000 proposed by Vallencourt, so the CDD would receive a small credit for signage
145 costs. Discussion ensued regarding the quality of the upgraded signs offered and the cost
146 savings. Mr. Crews stated Vallencourt would still be responsible for the DOT signage and Phase
147 1A temporary signage to be installed. A deductive Change Order from Vallencourt would be
148 submitted. While he had not worked with On Site Industries before, ICI Weekly had and they
149 had mockups and renderings that he would email to the Board.

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

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

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

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

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

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

- 166 ○ **QUORUM CHECK**

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

168

169 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

170

171 There were no Board Members' comments or requests.

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

174

175 **TENTH ORDER OF BUSINESS**

Public Comments

176

177 No members of the public spoke.

178

179 **ELEVENTH ORDER OF BUSINESS**

Adjournment

180

181

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

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Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

9C

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2021	Regular Meeting	9:30 AM
November 2, 2021	Landowners' Meeting	9:30 AM
November 2, 2021 CANCELED	Regular Meeting	<i>immediately following Landowners' Meeting</i>
November 16, 2021	Public Hearing and Regular Meeting	9:30 AM
December 7, 2021 CANCELED	Regular Meeting	9:30 AM
January 4, 2022	Regular Meeting	9:30 AM
February 1, 2022	Regular Meeting	9:30 AM
March 1, 2022 CANCELED	Regular Meeting	9:30 AM
April 5, 2022	Regular Meeting	9:30 AM
May 3, 2022	Regular Meeting	9:30 AM
June 7, 2022	Regular Meeting	9:30 AM
July 5, 2022	Regular Meeting	9:30 AM
August 2, 2022	Public Hearing & Regular Meeting	9:30 AM
September 6, 2022	Regular Meeting	9:30 AM