

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**January 9, 2024**

**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**

December 29, 2023

<p><b><u>ATTENDEES:</u></b> 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 January 9, 2024 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 ECS Florida, LLC, Proposal for Subsurface Exploration and Geotechnical Engineering Services - Stillwood Pines Boulevard Phase 2 – SMF E
4. Ratification of C.S.S. Landscaping, Inc., Estimate EST 4265533 for Removal of Pine Trees along Stillwood Pines/Generations Ave
5. Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date
6. Consideration of Amendment to Boggy Branch CDD Interlocal Agreement Regarding the Construction and Maintenance of Certain Improvements
7. Discussion: Bidding and Construction of Phase 2 Stillwood Pines
8. Update: Construction Account Activity
9. Acceptance of Unaudited Financial Statements
  - A. As of September 30, 2023
  - B. As of November 30, 2023
10. Approval of October 11, 2023 Regular Meeting Minutes
11. Staff Reports
  - A. District Counsel: *Kutak Rock, LLP*

- B. District Engineer: *England-Thims & Miller, Inc.*
  - Update: City of Jacksonville Acceptance of Stillwood Pines Phase 1B

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

- I. Update: JEA Water Usage
- II. NEXT MEETING DATE: February 13, 2024 at 9:30 AM

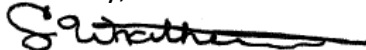
○ QUORUM CHECK

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

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. 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**

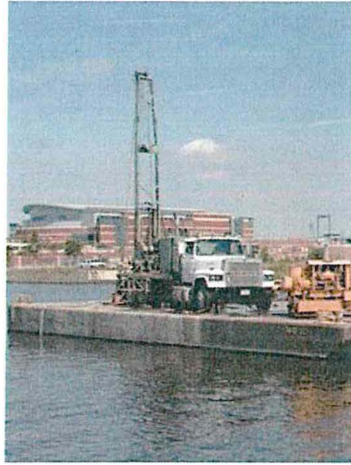
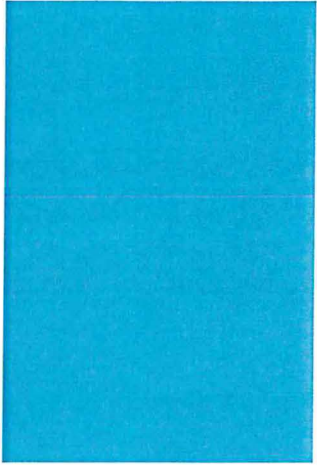
**PARTICIPANT PASSCODE: 782 134 6157**



# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**



# ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical  
Engineering Services

**Stillwood Pines Boulevard Phase 2 – SMF E**

Stillwood Pines Boulevard  
Jacksonville, Florida

ECS Proposal Number 35:21081-GP

August 22, 2023





August 22, 2023

Mr. Chip Skinner  
Ryals Creek Community Development District  
2963 Dupont Avenue  
Suite 2  
Jacksonville, Florida 32217

ECS Proposal No. 35:21081-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services  
**Stillwood Pines Boulevard Phase 2 – SMF E**  
Stillwood Pines Bouelvard  
Jacksonville, Florida

Dear Mr. Skinner:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, lump sum fee, schedule of work, and authorization requirements.

**Project Description**

ECS previously performed a geotechnical exploration for the project site (ECS Report No. 35:31377). Based on our recent correspondence with Mr. Jason Crews with ETM, Inc., we understand SMF E may have the normal water level (NWL) lower than adjacent wetlands. Therefore, a drawdown analysis of the pond is requested to evaluate the need for cut-off walls and/or liners to preclude wetland impact.

**Scope of Services**

Our integrated services will include drilling of soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Jacksonville, Florida for further identification and testing. The following field services are proposed:

Location	Number of Permeability Tests	Depth of Tests Below Ground Surface, feet
SMF E	3	Varies



The results of the exploration and engineering evaluation will then be documented in a letter report containing the following:

1. A brief discussion of our understanding of the planned construction.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. Recommendations for design and construction of the stormwater pond to preclude impacts to the adjacent wetlands, including limits of cut-off walls and/or liners, if needed.

### Proposal Assumptions

ECS has made the following assumptions in developing this proposal:

1. Two full business days are needed for utility mark-up prior to the start of drilling operations.
2. Drilling operations will last approximately 1 business day.
3. Client will provide the right of access to the property.

### Fee

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$4,100**. If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

### Schedule

We are prepared to mobilize to the site within two weeks after authorization to proceed. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

### Utility Clearance

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in an attempt to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability.** Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility

locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

### Site Repair

Upon completion of the subsurface exploration procedures, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location(s). In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

### Closing

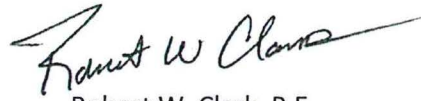
Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,  
**ECS FLORIDA, LLC**



Chris M. Egan, P.E.  
Geotechnical Department Manager  
[CEgan@ecslimited.com](mailto:CEgan@ecslimited.com)



Robert W. Clark, P.E.  
Senior Project Engineer  
[RWClark@ecslimited.com](mailto:RWClark@ecslimited.com)

Attachments: Proposal Acceptance Form  
ECS Terms and Conditions of Service



PROPOSAL ACCEPTANCE FORM  
ECS FLORIDA, LLC

**Project Name:** Stillwood Pines Boulevard Phase 2 – SMF E  
**Location:** Stillwood Pines Boulevard, Jacksonville, Florida  
**Fee:** \$4,100  Private Utility Locator

Indicate if a private utility locator is requested by checking the box above for private utility locator.  
The fee will be established based on site specific requirements.

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: REGALS CREEK CDD  
Contact Person: CHIP SKINNER  
Telephone No.: 904-732-9400  
E-mail: CHIP@SKINNERREALTY.COM

Responsible for Payment

Approval of Invoice (if different)

Contact Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
JASON CREWS	_____	_____	_____
_____	_____	_____	_____

Special Instructions: \_\_\_\_\_

Client Signature: × A.C. Skinner Date: 8/27/23





## ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

**3.1** In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

**4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.



## 11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

## 12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

## 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

## 15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

## 16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

## 18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 **INDEMNIFICATION**
- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent



acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

#### 20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

#### 21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

#### 23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.

The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

#### 24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### 25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

#### 30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**





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

**Seven Pines (Stillwood Pines/ Generation Ave.) - Tree  
Removal**  
Stillwood Pines Boulevard Jacksonville, Florida 32256

**Est ID:** EST4265533  
**Date:** Nov-07-2023

**Email:** chip@skinnerrealty.com  
**Phone:** 904-910-0407 (c)

---

<b>Tree Removal</b>	<b>\$1,250.00</b>
---------------------	-------------------

**Removal of Pine Trees along Stillwood Pines/ Generations Ave.:**

- Total of 7 trees - 6 trees tagged with white flags dead along the lake bank and 1 large dead pine tree just inside the wood line.
- Dead trees laying along the lake bank

*Disposal of trees on site per location provided by Chip Skinner.*

---

1	Tree Removal	\$1250.00
---	--------------	-----------

---

<b>Estimate Total</b>	<b>\$1,250.00</b>
-----------------------	-------------------

## Limited Warranty

C.S.S. Landscaping, Inc. expressly guarantees that all work performed will be done according to the plans and specifications provided by company with all materials to be true to name and all work done in a workmanship manner according to standard practices in the trade. All trees, plants, and lawns are guaranteed to be alive and viable at time of installation and to remain so for a period of one (1) year from installation. All sprinkler and irrigation systems are guaranteed to function properly for the length of the manufacturer's warranty; however, company accepts no responsibility for variations or deficiencies in function caused by water volume or pressure varying from the prior estimates. If irrigation system is not maintained monthly by C.S.S. any warranty is VOID. All other items installed by company are guaranteed to function properly for one (1) year from installation. In the event any material or living material as guaranteed fails, the company will promptly replace it. The company is in no event responsible for failures of or defects in materials or living material due to the owner's negligence, unreasonable use, lack of proper care or maintenance, or due to adverse weather conditions (including freeze damage to plant material), acts of God or acts of other persons not controlled by the company. THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF MATERIALS. THE COMPANY IS NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES OTHER THAN INCIDENTAL DAMAGES EXPRESSLY IMPOSED BY LAW ARISING OUT OF THE FAILURE OF ANY PART OF THE WORK DONE OR THE MATERIAL USED ON THE OWNER'S JOB. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE SERVICES AND INSTALLATION OF THE MATERIALS PROVIDED BY THE COMPANY UNDER THE PROPOSAL AND CONTRACT OF WHICH THIS WARRANTY IS A PART.

To obtain service under this warranty, the owner must contact the company. The company will inspect the owner's premises within ten (10) days of such notification at a mutually agreeable time. After such inspection, if it is determined the warranty service is necessary the accompany will perform such service at a time agreed upon between the company and the owner at the time of inspection. No informal dispute settlement mechanism exists to resolve disputes which may arise under this warranty.

C.S.S. Landscaping, Inc. will supply all materials, specializing equipment and labor services necessary to facilitate planting of all plant and/or tree material in a professional and expedient manner, per the agreement and terms attached.

C.S.S. Landscaping, Inc. is not responsible for any underground utilities that may be incurred during the installation process on the above referenced property. It is the client's responsibility, when applicable, to have the new installed sod sprayed to prevent insects from damaging the sod.

C.S.S. Landscaping, Inc. reserves the right to keep this proposal valid for 15 days from the above date, unless otherwise agreed upon.

## TERMS

This agreement is between C.S.S. Landscaping, Inc. and the signed authorized representative, as the client.

The final payment is due at completion of landscape project.

Any non-payment for materials or services when due will result in a 1.5% late payment charge per month. Non-payment for materials or services will result in the client paying all costs of collection, including attorney fees.

## CHANGE ORDERS

**ALL WORK PERFORMED OUTSIDE THE SCOPE OF THE ORIGINAL CONTRACT MUST BE APPROVED BY THE**

**PROJECT MANAGER AND BE A PART OF A FULLY EXECUTED CHANGE ORDER IN ADVANCE OF PERFORMING THE WORK.**

**Contractor:** \_\_\_\_\_  
C. Scott Soltau

**Client:** *A.C. Skinner*

**Signature Date:** 11/07/2023

**Signature Date:** 12-5-23

**Email:** Office@csslandscaping.com



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

**Seven Pines (Stillwood Pines) - Landscape Replacement**  
5101 Kernan Boulevard South Jacksonville, Florida 32224

**Est ID:** EST4257483  
**Date:** Nov-02-2023

**Email:** chip@skinnerrealty.com  
**Phone:** 904-910-0407 (c)

---

**Landscape Replacement** **\$375.00**

11 Each	Sand Cordgrass - 3 gal.	remove and replace (11) damaged/ burnt grasses along Stillwood Pines.	\$275.00
10 Bales	Mulch - Pine Straw		\$100.00

---

**Estimate Total** **\$375.00**



## Limited Warranty

C.S.S. Landscaping, Inc. expressly guarantees that all work performed will be done according to the plans and specifications provided by company with all materials to be true to name and all work done in a workmanship manner according to standard practices in the trade. All trees, plants, and lawns are guaranteed to be alive and viable at time of installation and to remain so for a period of one (1) year from installation. All sprinkler and irrigation systems are guaranteed to function properly for the length of the manufacturer's warranty; however, company accepts no responsibility for variations or deficiencies in function caused by water volume or pressure varying from the prior estimates. If irrigation system is not maintained monthly by C.S.S. any warranty is VOID. All other items installed by company are guaranteed to function properly for one (1) year from installation. In the event any material or living material as guaranteed fails, the company will promptly replace it. The company is in no event responsible for failures of or defects in materials or living material due to the owner's negligence, unreasonable use, lack of proper care or maintenance, or due to adverse weather conditions (including freeze damage to plant material), acts of God or acts of other persons not controlled by the company. THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF MATERIALS. THE COMPANY IS NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES OTHER THAN INCIDENTAL DAMAGES EXPRESSLY IMPOSED BY LAW ARISING OUT OF THE FAILURE OF ANY PART OF THE WORK DONE OR THE MATERIAL USED ON THE OWNER'S JOB. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE SERVICES AND INSTALLATION OF THE MATERIALS PROVIDED BY THE COMPANY UNDER THE PROPOSAL AND CONTRACT OF WHICH THIS WARRANTY IS A PART.

To obtain service under this warranty, the owner must contact the company. The company will inspect the owner's premises within ten (10) days of such notification at a mutually agreeable time. After such inspection, if it is determined the warranty service is necessary the accompany will perform such service at a time agreed upon between the company and the owner at the time of inspection. No informal dispute settlement mechanism exists to resolve disputes which may arise under this warranty.

C.S.S. Landscaping, Inc. will supply all materials, specializing equipment and labor services necessary to facilitate planting of all plant and/or tree material in a professional and expedient manner, per the agreement and terms attached.

C.S.S. Landscaping, Inc. is not responsible for any underground utilities that may be incurred during the installation process on the above referenced property. It is the client's responsibility, when applicable, to have the new installed sod sprayed to prevent insects from damaging the sod.

C.S.S. Landscaping, Inc. reserves the right to keep this proposal valid for 15 days from the above date, unless otherwise agreed upon.

## TERMS

This agreement is between C.S.S. Landscaping, Inc. and the signed authorized representative, as the client.

The final payment is due at completion of landscape project.

Any non-payment for materials or services when due will result in a 1.5% late payment charge per month. Non-payment for materials or services will result in the client paying all costs of collection, including attorney fees.

## CHANGE ORDERS

**ALL WORK PERFORMED OUTSIDE THE SCOPE OF THE ORIGINAL CONTRACT MUST BE APPROVED BY THE**





**PROJECT MANAGER AND BE A PART OF A FULLY EXECUTED CHANGE ORDER IN ADVANCE OF PERFORMING THE WORK.**

**Contractor:** \_\_\_\_\_  
C. Scott Soltau

**Client:** 

**Signature Date:** \_\_\_\_\_  
11/02/2023

**Signature Date:** \_\_\_\_\_  
12-4-23

**Email:** Office@csslandscaping.com

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2024-02

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING 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 and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

**WHEREAS**, the District's Board of Supervisors ("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 provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of the Ordinance creating the District ("Ordinance") was August 30, 2019; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on \_\_\_ day of November, 2024 at \_\_\_:\_\_\_ a/p.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held on the 9th day of January, 2024. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9th day of January, 2024.

ATTEST:

**RYALS CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Composite Exhibit A:** Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**Composite Exhibit A**

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS  
OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Ryals Creek Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing in the City of Jacksonville, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November \_\_\_\_, 2024  
TIME: \_\_\_\_:\_\_\_\_ a/p.m.  
PLACE: office of England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Craig Wrathell  
District Manager

**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November \_\_, 2024**

TIME: **\_\_:\_\_ A/PM**

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY  
 RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT  
 DUVAL COUNTY, FLORIDA  
 LANDOWNERS' MEETING – NOVEMBER \_\_, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Ryals Creek Community Development District to be held at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258, on November \_\_, 2024 at \_\_:\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
 Printed Name of Legal Owner

\_\_\_\_\_  
 Signature of Legal Owner

\_\_\_\_\_  
 Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).



**OFFICIAL BALLOT**  
**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**DUVAL COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2024**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the remaining candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Ryals Creek Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
4		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**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
9/20/2023	TMA Trip Revenue	18,306.78
9/20/2023	TMA Trip Revenue	27,460.17
9/30/2023	TMA Trip Revenue	3,051.13
9/30/2023	TMA Trip Revenue	27,460.17
11/16/2023	TMA Trip Revenue	18,306.78
11/16/2023	TMA Trip Revenue	9,153.39
<b>Total Construction Funds</b>		<b>13,111,557.55</b>

**Requisitions:**

Date	Requisition #	Payee	Amount
<b>Payment verified</b>			
3/2/2021	1	Sawmill Timber, LLC.	(2,266,000.64)
3/5/2021	4	England, Thims & Miller	(24,000.00)
3/22/2021	5	England, Thims & Miller	(24,024.31)
3/22/2021	6	Core & Main*	(593,466.53)
3/22/2021	7	England, Thims & Miller	(4,800.00)
4/5/2021	8	Forterra Pipe & Precast, LLC.*	(100,286.97)
4/5/2021	9	Core & Main*	(12,867.20)
4/5/2021	10	ECS of Florida	(2,500.00)
4/5/2021	12	Core & Main*	(18,742.00)
4/5/2021	13	Core & Main*	(184,403.28)
4/5/2021	14	Forterra Pipe & Precast, LLC.*	(31,361.65)
5/4/2021	15	England, Thims & Miller	(36,791.70)
5/4/2021	16	England, Thims & Miller	(28,851.67)

5/4/2021	18	Forterra Pipe & Precast, LLC.*	(18,185.40)
5/19/2021	19	ECS of Florida	(9,000.00)
5/19/2021	20	Forterra Pipe & Precast, LLC.*	(39,135.69)
5/19/2021	21	Core & Main*	(140,273.96)
5/19/2021	22	England, Thims & Miller	(270,545.65)
5/19/2021	23	ECS of Florida	(21,500.00)
6/30/2021	25	Valmont Industries, Inc.*	(177,000.00)
6/30/2021	26	ECS of Florida	(6,000.00)
6/30/2021	27	Forterra Pipe & Precast, LLC.*	(76,382.83)
6/30/2021	28	England, Thims & Miller	(134,858.13)
6/30/2021	29	Core & Main*	(4,477.76)
8/2/2021	30	Forterra Pipe & Precast, LLC.*	(20,275.51)
8/2/2021	31	Core & Main*	(31,214.00)
8/2/2021	32	Vallencourt Construction Company, Inc.*	(35,890.30)
8/2/2021	33	ECS of Florida	(14,300.00)
8/2/2021	34	England, Thims & Miller	(141,652.98)
8/20/2021	35	Vallencourt Construction Company, Inc.*	(354,643.62)
8/20/2021	36	ECS of Florida	(3,500.00)
11/8/2021		Transfer in*	1,838,606.70
10/1/2021	37	England, Thims & Miller	(60,094.56)
10/26/2021	47	England, Thims & Miller	(241,608.71)
11/22/2021	48	England, Thims & Miller	(115,839.10)
12/10/2021	52	England, Thims & Miller	(159,169.57)
12/28/2021	54	England, Thims & Miller	(109,407.76)
2/8/2022	58	England, Thims & Miller	(170,164.51)
2/8/2022	59	Onsight Industries	(32,243.08)
3/3/2022	61	England, Thims & Miller	(71,418.42)
3/17/2022	63	Vallencourt Construction Company, Inc.	(161,266.48)
3/17/2022	64	GP Materials, Inc.	(1,000.07)
3/17/2022	65	Cash Building Material	(28,204.60)
4/5/2022	67	GP Materials, Inc.	(2,099.94)
4/5/2022	66	England, Thims & Miller	(47,100.00)
4/5/2022	68	Cash Building Material	(10,117.80)
4/29/2022	69	GP Materials, Inc.	(9,476.73)
5/13/2022	70	Vallencourt Construction Company, Inc.	(351,269.59)
5/13/2022	71	England, Thims & Miller	(45,875.00)
5/13/2022	72	GP Materials, Inc.	(32,169.46)
5/13/2022	73	Cash Building Material	(10,890.50)
5/27/2022	74	Vallencourt Construction Company, Inc.	(691,797.02)
5/27/2022	75	GP Materials, Inc.	(10,160.82)
5/27/2022	76	England, Thims & Miller	(53,274.09)
6/27/2022	77	Vallencourt Construction Company, Inc.	(389,677.36)
6/27/2022	78	Onsight Industries	(23,358.07)
6/27/2022	80	Vallencourt Construction Company, Inc.	(438,380.02)
6/27/2022	81	England, Thims & Miller	(44,053.21)
7/20/2022	79	Cash Building Material	(6,554.30)
8/1/2022	82	Vallencourt Construction Company, Inc.	(503,352.21)
8/1/2022	83	England, Thims & Miller	(44,583.16)
9/1/2022	84	Vallencourt Construction Company, Inc.	(185,881.00)
9/1/2022	85	Cash Building Material	(5,247.20)
9/1/2022	86	England, Thims & Miller	(32,924.07)
9/1/2022	87	Basham & Lucas Design Group, Inc.	(9,800.00)
10/7/2022	88	Vallencourt Construction Company, Inc.	(163,552.96)
10/7/2022	89	Cash Building Material	(14,242.65)
10/11/2022	90	ECS of Florida	(1,800.00)
11/8/2022	91	Vallencourt Construction Company, Inc.	(299,964.29)
11/8/2022	92	England, Thims & Miller	(4,617.30)
12/2/2022	93	Basham & Lucas Design Group, Inc.	(4,600.00)
12/2/2022	94	England, Thims & Miller	(307.50)
12/2/2022	95	JEA	(88,189.00)
1/6/2023	96	Vallencourt Construction Company, Inc.	(51,841.36)
1/20/2023	97	Vallencourt Construction Company, Inc.	(85,677.96)
1/6/2023	98	Basham & Lucas Design Group, Inc.	(1,050.00)
1/23/2023	99	Cash Building Material	(3,710.70)
1/20/2023	100	JEA	(1,643.00)
1/20/2023	101	England, Thims & Miller	(36,150.98)
1/23/2023	102	ECS of Florida	(1,200.00)
2/27/2023	103	England, Thims & Miller	(10,268.57)

3/6/2023	104	Vallencourt Construction Company, Inc.	(177,350.52)	
2/27/2023	105	England, Thims & Miller	(7,626.85)	
3/6/2023	106	Vallencourt Construction Company, Inc.	(318,445.20)	
3/15/2023	107	England, Thims & Miller	(7,428.00)	
3/15/2023	108	England, Thims & Miller	(4,548.00)	
3/31/2023	109	Cecil W. Powell & Company	(57,924.00)	
3/29/2023	110	Basham & Lucas Design Group, Inc.	(1,900.00)	
4/19/2023	111	England, Thims & Miller	(7,811.06)	
4/19/2023	112	England, Thims & Miller	(2,796.00)	
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)	
9/30/2023	126	England, Thims & Miller	(2,590.00)	
9/30/2023	129	Vallencourt Construction Company, Inc.	(57,470.28)	
9/30/2023	130	Construction Specialties of North Florida	(79,689.50)	
11/29/2023	127	JEA	(44,782.08)	
Balance				(9,555,574.94)

**Total Cash Available (Excluding Retainage Payable)**

**3,555,982.61**

**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)	
9/30/2023	129	Vallencourt Construction Company, Inc.	(3,024.75)	
Balance				(547,324.74)

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

**\$ 3,008,657.87**

\*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**

# **A**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2023**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	General Fund	Capital Projects Fund	Total Governmental Funds
	<u>          </u>	<u>          </u>	<u>          </u>
<b>ASSETS</b>			
Cash	\$ 79,583	\$3,636,776	\$ 3,716,359
Undeposited funds	-	76,278	76,278
Prepaid expense	5,785	-	5,785
Total assets	<u>\$ 85,368</u>	<u>\$3,713,054</u>	<u>\$ 3,798,422</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 5,900	\$ -	\$ 5,900
Retainage payable	-	544,300	544,300
Due to Landowner	27,874	-	27,874
Due to Boggy Branch	12,115	-	12,115
Accrued wages payable	200	-	200
Accrued taxes payable	321	-	321
Landowner advance	6,000	-	6,000
Total liabilities	<u>52,410</u>	<u>544,300</u>	<u>596,710</u>
Fund balances:			
Restricted for:			
Capital projects	-	3,168,754	3,168,754
Unassigned	32,958	-	32,958
Total fund balances	<u>32,958</u>	<u>3,168,754</u>	<u>3,201,712</u>
Total liabilities and fund balances	<u>\$ 85,368</u>	<u>\$3,713,054</u>	<u>\$ 3,798,422</u>



**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 35,253	\$ 35,253	100%
Assessment levy: off-roll	-	204,922	204,922	100%
Interlocal - Boggy Branch CDD	(12,115)	33,326	42,947	78%
Total revenues	<u>(12,115)</u>	<u>273,501</u>	<u>283,122</u>	97%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	5,382	7,536	71%
District engineer	9,693	29,841	10,000	298%
District counsel	2,617	16,577	25,000	66%
District management	3,000	36,000	36,000	100%
Printing & binding	42	500	500	100%
Legal advertising	110	1,419	1,500	95%
Postage	-	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>15,462</u>	<u>99,486</u>	<u>92,201</u>	108%
<b>Field operations - Shared<sup>1</sup></b>				
Field management	300	3,300	6,000	55%
O&M accounting	3,400	3,400	3,400	100%
Stormwater management				
Street lights	450	3,150	7,005	45%
Effluent supply	3,562	52,284	18,782	278%
Landscape				
Maintenance contract	-	7,427	-	N/A
Plant replacement	488	1,538	-	N/A
Irrigation repairs	383	1,324	-	N/A
Phase 1A	3,600	40,000	45,500	88%
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>12,183</u>	<u>139,823</u>	<u>189,635</u>	74%

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees &amp; charges</b>				
Tax collector	-	1,234	1,285	96%
Total other fees & charges	-	1,234	1,285	96%
Total expenditures	27,645	240,543	283,121	85%
Excess/(deficiency) of revenues over/(under) expenditures	(39,760)	32,958	1	
Fund balances - beginning	72,718	-	-	
Fund balances - ending	<u>\$ 32,958</u>	<u>\$ 32,958</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 SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
TMA trip revenue	\$ 76,278	\$ 325,593
Total revenues	<u>76,278</u>	<u>325,593</u>
<b>EXPENDITURES</b>		
Capital outlay	-	1,783,899
Construction costs - CD	-	57,924
Total expenditures	<u>-</u>	<u>1,841,823</u>
Excess/(deficiency) of revenues over/(under) expenditures	76,278	(1,516,230)
Fund balances - beginning	<u>3,092,476</u>	<u>4,684,984</u>
Fund balances - ending	<u>\$ 3,168,754</u>	<u>\$ 3,168,754</u>

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

# **B**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2023**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2023**

	General Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 66,956	\$3,740,514	\$ 3,807,470
Undeposited funds	132,426	-	132,426
Due from Boggy Branch CDD	52,520	-	52,520
Total assets	<u>\$ 251,902</u>	<u>\$3,740,514</u>	<u>\$ 3,992,416</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ -	\$ 184,532	\$ 184,532
Retainage payable	-	547,325	547,325
Due to Landowner	27,874	-	27,874
Accrued wages payable	200	-	200
Accrued taxes payable	107	-	107
Landowner advance	6,000	-	6,000
Total liabilities	<u>34,181</u>	<u>731,857</u>	<u>766,038</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	52,520	-	52,520
Unearned revenue	132,426	-	132,426
Total deferred inflows of resources	<u>184,946</u>	<u>-</u>	<u>184,946</u>
Fund balances:			
Restricted for:			
Capital projects	-	3,008,657	3,008,657
Unassigned	32,775	-	32,775
Total fund balances	<u>32,775</u>	<u>3,008,657</u>	<u>3,041,432</u>
Total liabilities and fund balances	<u>\$ 251,902</u>	<u>\$3,740,514</u>	<u>\$ 3,992,416</u>

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 27,056	\$ 27,056	\$ 35,253	77%
Assessment levy: off-roll	-	-	204,922	0%
Interlocal - Boggy Branch CDD	12,115	12,115	42,947	28%
Total revenues	<u>39,171</u>	<u>39,171</u>	<u>283,122</u>	14%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	646	7,536	9%
District engineer	2,505	2,505	10,000	25%
District counsel	1,172	1,172	25,000	5%
District management	3,000	6,000	36,000	17%
Printing & binding	42	83	500	17%
Legal advertising	-	-	1,500	0%
Postage	-	-	500	0%
Audit	-	-	3,575	0%
Insurance - GL, POL	-	5,785	5,500	105%
Miscellaneous- bank charges	700	700	500	140%
Website	-	-	-	-
Hosting & development	-	-	705	0%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	-	500	0%
Utility	6,899	6,899	-	N/A
Total professional & administrative	<u>14,318</u>	<u>24,175</u>	<u>92,201</u>	26%
<b>Field operations - Shared<sup>1</sup></b>				
Field management	300	600	6,000	10%
O&M accounting	283	567	3,400	17%
Stormwater management				
Street lights	450	900	7,005	13%
Effluent supply	-	-	18,782	0%
Landscape				
Maintenance contract	-	-	-	N/A
Plant replacement	-	-	-	N/A
Irrigation repairs	365	365	-	N/A
Phase 1A	6,200	11,800	45,500	26%
Phase 1A mulch	-	-	18,900	0%
Phase 1B	-	-	38,000	0%
Phase 1B mulch	-	-	27,048	0%
Roadway maintenance	-	-	25,000	0%
Total field operations	<u>7,598</u>	<u>14,232</u>	<u>189,635</u>	8%

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees &amp; charges</b>				
Tax collector	947	947	1,285	74%
Total other fees & charges	947	947	1,285	74%
Total expenditures	22,863	39,354	283,121	14%
Excess/(deficiency) of revenues over/(under) expenditures	16,308	(183)	1	
Fund balances - beginning	16,467	32,958	-	
Fund balances - ending	<u>\$ 32,775</u>	<u>\$ 32,775</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 NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
TMA trip revenue	\$ 27,459	\$ 27,459
Total revenues	<u>27,459</u>	<u>27,459</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>45,522</u>	<u>45,522</u>
Total expenditures	<u>45,522</u>	<u>45,522</u>
Excess/(deficiency) of revenues over/(under) expenditures	(18,063)	(18,063)
Fund balances - beginning	<u>3,026,720</u>	<u>3,026,720</u>
Fund balances - ending	<u><u>\$ 3,008,657</u></u>	<u><u>\$ 3,008,657</u></u>

# **RYALS CREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING  
RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

The Board of Supervisors of the Ryals Creek Community Development District held 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.

**Present were:**

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

**Also present, were:**

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Jason Hall	District Engineer
Jason Crews	Project Engineer
Alex Jacobs	England-Thims & Miller, Inc.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:31 a.m.  
Supervisors Jones, Chip Skinner and Davis Skinner were present. Supervisors Eyrick and Riley Skinner were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Ratification of C.S.S. Landscaping, Inc.,  
Seven Pines Phase 1A & 1B Maintenance  
Addendum #4**

38 Mr. Torres presented C.S.S. Landscaping, Inc., Seven Pines Phase 1A & 1B Maintenance  
39 Addendum #4.

40

**On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor,  
41 C.S.S. Landscaping, Inc., Seven Pines Phase 1A & 1B Maintenance Addendum  
42 #4, was ratified.  
43**

44

45

46 **FOURTH ORDER OF BUSINESS**

**Consideration of Amendment to Boggy  
47 Branch CDD Interlocal Agreement  
48 Regarding the Construction and  
49 Maintenance of Certain Improvements  
50**

50

51 Mr. Torres presented the Amendment to the Boggy Branch CDD Interlocal Agreement  
52 Regarding the Construction and Maintenance of Certain Improvements.

53 Ms. Buchanan stated previous discussions about this centered around the exhibit on  
54 Page 27 of the PDF, which is the common area maintenance exhibit. This Agreement identifies  
55 the portions of property that Ryals Creek CDD will maintain and sets forth that Boggy Branch  
56 CDD will contribute towards the maintenance costs. It might be time to request an amendment  
57 from Boggy Branch CDD to add a stormwater pond and additional landscaping adjacent to a  
58 roadway.

59 Mr. Crews stated that would specifically be the Buckfield Circle landscaping, Pond D for  
60 maintenance and mowing and Generations Avenue improvements.

61 Mr. Crews and Ms. Buchanan responded to questions regarding shared improvements,  
62 whether to include the balance of Buckfield Circle in the agreement, the maintenance  
63 graphic/exhibit, Stillwood Phase 2 obligations and what should be added to the agreement to  
64 make sure that Boggy Branch CDD contributes its portion of the expense.

65 Mr. Chip Skinner will negotiate with Boggy Branch CDD.

66 Mr. Crews will create a new maintenance exhibit.

67

**On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor,  
68 authorizing the Chair to negotiate the amendment with Boggy Branch CDD and  
69**

70 authorizing Staff to update the agreement for ratification at a future meeting,  
71 was approved.

72  
73  
74  
75  
76  
77  
78

**FIFTH ORDER OF BUSINESS**

**Consideration of Basham & Lucas Design Group, Inc., Amended Proposal for Sign Monuments Construction Administration Project #22-28A**

79 Mr. Torres presented the Basham & Lucas Design Group, Inc. (Basham & Lucas)  
80 Amended Proposal for Sign Monuments Construction Administration Project #22-28A.

81 Mr. Chip Skinner stated Basham & Lucas originally sent a proposal for the inspection for  
82 construction of the monument sign, which contained an inspection number, a structural  
83 number and a shop drawing number. Since the proposal was costly, Mr. Chip Skinner asked  
84 Basham & Lucas to charge the CDD on an hourly basis. In his opinion, it would be beneficial to  
85 have a Structural Engineer perform a few site inspections, as the assignment is quite  
86 challenging.

87

**On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor, the Basham & Lucas Design Group, Inc., Amended Proposal for Sign Monuments Construction Administration Project #22-28A, was approved.**

91  
92

**SIXTH ORDER OF BUSINESS**

**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**

99 Mr. Torres presented Resolution 2024-01.

100

**On MOTION by Mr. Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, 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, was adopted.**

105  
106

**SEVENTH ORDER OF BUSINESS**

**Update: Construction Account Activity**

107

108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142

The Ryals Creek CDD Construction Account Activity – Construction Draws spreadsheet was included for informational purposes.

Mr. Chip Skinner asked Mr. Crews and Mr. Hall to expound on the construction activity.

Mr. Crews stated that the activity reflected is from July through August 31, 2023, which is the wrap-up of Phase 1B from Vallencourt Inspection services from ETM. He reviewed the construction activity in the report and responded to questions regarding the retainage payable, the balance left over to pay Vallencourt excluding the retainage, a JEA purchase order and a contingency amount.

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of August 31, 2023**

Mr. Torres presented the Unaudited Financial Statements as of August 31, 2023.

Discussion ensued regarding the District Engineer line item, at 201%, and the ending fund balance.

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

**NINTH ORDER OF BUSINESS**

**Approval of July 11, 2023 Public Hearings and Regular Meeting Minutes**

**On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor, the July 11, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel: Kutak Rock, LLP**
- B. District Engineer: England-Thims & Miller, Inc.**

There were no reports from District Counsel or the District Engineer.

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

144 • NEXT MEETING DATE: November 14, 2023 at 9:30 a.m.

145 ○ QUORUM CHECK

146 Mr. Chip Skinner stated there was no need to meet for the remainder of 2023.

147 The November and December meetings will be cancelled on the condition that the  
148 Board receives the September 2023 financials and updated construction activity information by  
149 November 7, 2023.

150

151 **ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

152

153 Mr. Chip Skinner asked how Buckfield Circle will be funded if the Board decides to have  
154 it designed and permitted. Mr. Torres stated funding would come from the construction fund.

155

156 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

157

158 No members of the public spoke.

159

160 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

161

162

163 **On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor,**  
164 **the meeting adjourned at 10:02 a.m.**

165

166

167

168

169

170

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

171  
172  
173  
174  
175  
176

---

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*

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