

RYALS CREEK

COMMUNITY DEVELOPMENT

DISTRICT

April 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

April 2, 2024

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

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on April 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. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Consideration of Construction of Phase 2 Stillwood Pines Proposals
 - Award of Contract
6. Update: Construction Account Activity
7. Consideration of Agreement Between the Ryals Creek CDD and Roger Kintz for the Provision of Porter Services
8. Acceptance of Unaudited Financial Statements as of February 29, 2024
9. Approval of January 9, 2024 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*

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

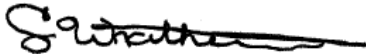
- NEXT MEETING DATE: May 14, 2024 at 9:30 AM
 - QUORUM CHECK

| | | | | |
|--------|---------------------|------------------------------------|--------------------------------|-----------------------------|
| 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 |

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

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Ryals Creek Community Development District (“**District**”) prior to June 15, 2024, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____

HOUR: 9:30 a.m.

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

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

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

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

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

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

PASSED AND ADOPTED THIS 9TH DAY OF APRIL, 2024.

ATTEST:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
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**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

| | Fiscal Year 2024 | | | | Proposed Budget FY 2025 |
|--|------------------------------|------------------------------|---------------------------------|--------------------------------|-------------------------------|
| | Adopted Budget FY 2024 | Actual through 2/29/24 | Projected Through 9/30/24 | Total Actual & Projected | |
| REVENUES | | | | | |
| Assessment levy: gross | \$ 50,343 | | | | \$ 68,331 |
| Allowable discounts (4%) | (2,014) | | | | (2,733) |
| Assessment levy: net | 48,329 | \$ 48,329 | \$ - | \$ 48,329 | 65,598 |
| Off-roll assessments | 264,851 | 198,639 | 66,212 | 264,851 | 248,808 |
| Interlocal - Boggy Branch CDD (22.6% of O&M) | 64,635 | 64,635 | - | 64,635 | 64,635 |
| Total revenues | <u>377,815</u> | <u>311,603</u> | <u>66,212</u> | <u>377,815</u> | <u>379,041</u> |
| EXPENDITURES | | | | | |
| Professional & administration | | | | | |
| Supervisors (includes FICA) | 5,000 | 1,722 | 3,278 | 5,000 | 5,310 |
| District engineer | 10,000 | 8,124 | 1,876 | 10,000 | 10,000 |
| District counsel | 25,000 | 2,821 | 22,179 | 25,000 | 25,000 |
| District management | 36,000 | 15,000 | 21,000 | 36,000 | 36,000 |
| Printing & binding | 500 | 208 | 292 | 500 | 500 |
| Legal advertising | 1,500 | 96 | 1,404 | 1,500 | 1,500 |
| Postage | 500 | - | 500 | 500 | 500 |
| Audit | 3,575 | - | 3,575 | 3,575 | 3,575 |
| Insurance - GL, POL | 5,500 | 5,785 | - | 5,785 | 5,785 |
| Miscellaneous- bank charges | 500 | - | 500 | 500 | 500 |
| Website | | | | | |
| Hosting & development | 705 | 705 | - | 705 | 705 |
| ADA compliance | 210 | 210 | - | 210 | 210 |
| Annual district filing fee | 175 | 175 | - | 175 | 175 |
| Office supplies | 500 | - | 500 | 500 | 500 |
| Tax collector | 1,762 | 1,692 | 70 | 1,762 | 2,392 |
| Total professional & admin expenditures | <u>91,427</u> | <u>36,538</u> | <u>55,174</u> | <u>91,712</u> | <u>92,652</u> |

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

| | Fiscal Year 2024 | | | Total Actual & Projected | Proposed Budget FY 2025 |
|--|------------------------------|------------------------------|---------------------------------|--------------------------------|-------------------------------|
| | Adopted Budget FY 2024 | Actual through 2/29/24 | Projected Through 9/30/24 | | |
| Field operations - Shared¹ | | | | | |
| Field management | 6,000 | 2,100 | 3,900 | 6,000 | 6,000 |
| O&M accounting | 3,400 | 1,417 | 1,983 | 3,400 | 3,400 |
| Stormwater management | 10,000 | 2,250 | 7,750 | 10,000 | 10,000 |
| Stormwater treatment & monitoring | 7,500 | - | 7,500 | 7,500 | 7,500 |
| Irrigation/reclaim | 64,000 | 7,790 | 56,210 | 64,000 | 64,000 |
| Landscape | | | | | |
| Plant replacement | 2,500 | - | 2,500 | 2,500 | 2,500 |
| Irrigation repairs | 5,000 | 530 | 4,470 | 5,000 | 5,000 |
| Phase 1A | 45,500 | 660 | 44,840 | 45,500 | 45,500 |
| Phase 1A mulch | 23,000 | 31,900 | - | 31,900 | 23,000 |
| Phase 1B | 38,500 | - | 38,500 | 38,500 | 38,500 |
| Phase 1B mulch | 20,000 | 5,500 | 14,500 | 20,000 | 20,000 |
| Pond mowing (pond d) | 10,000 | - | 10,000 | 10,000 | 10,000 |
| Landscape buckfield circle | 15,000 | - | 15,000 | 15,000 | 15,000 |
| Maintenance & repairs | 25,000 | - | 25,000 | 25,000 | 25,000 |
| Miscellaneous contingency | 10,000 | 18,300 | - | 18,300 | 10,000 |
| Total field operations | <u>285,400</u> | <u>70,447</u> | <u>232,153</u> | <u>302,600</u> | <u>285,400</u> |
| Total expenditures | <u>376,827</u> | <u>106,985</u> | <u>287,327</u> | <u>394,312</u> | <u>378,052</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | 988 | 204,618 | (221,115) | (16,497) | 989 |
| Fund balances - beginning | 5,806 | 32,958 | 237,576 | 32,958 | 16,461 |
| Fund Balances - ending | <u>\$ 6,794</u> | <u>\$ 237,576</u> | <u>\$ 16,461</u> | <u>\$ 16,461</u> | <u>\$ 17,450</u> |

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

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
COSTS/ASSESSMENTS PER UNIT
FISCAL YEAR 2025**

Derivation of Assessment per Unit (Developable Acre)

| Expenditure Category | <u>Amount</u> | <u># of Units (Developable Acres)</u> | <u>Assessment Amt per Unit (Developable Acre)</u> | |
|--|-------------------|---|---|---------------------------------|
| Professional & administration | \$ 90,260 | 248.42 | \$ 363.34 | Future phase(s) cost/acre |
| Field operations - Ryals only | - | 139.69 | - | |
| Field operations - Shared (Ryals' Portion) | <u>220,765</u> | 139.69 | <u>1,587.47</u> | |
| | 311,025 | | \$ 1,950.81 | Phase 1 cost/acre |
| Field operations - Shared (Boggy's' Portion) | <u>64,635</u> | | | |
| Total Expenditures | <u>\$ 375,660</u> | | | |
| <u>Developable Acres</u> | | | | |
| Phase 1 | 139.69 | | | |
| Future Phases | <u>108.73</u> | | | |
| Total | 248.42 | | | |
| <u>Intergovernmental Cost Sharing</u> | | | | |
| Boggy Branch CDD | 22.6473% | | | |
| Ryals Creek CDD | 77.3527% | | | |
| | | | | |
| Parcels 1-4 | | 44.19 | 1,950.81 | Off-roll |
| Parcel 1 - sold based on 3/19/2024 estoppel | | 8.50 | 2,108.98 | On-roll |
| Parcels 5-8 | | 108.73 | 363.34 | Off-roll |
| Parcels 9&10 | | 23.9 | 2,108.98 | On-roll |
| Parcel 12&Town Center | | <u>63.1</u> | 1,950.81 | Off-roll |
| Total | | 248.42 | | |

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

EXPENDITURES

Professional & administration

| | |
|--|----------|
| Supervisors (includes FICA) | \$ 5,310 |
| Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$2,400 per supervisor for each fiscal year; estimating 5 meetings per year. | |
| District engineer | 10,000 |
| The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities. | |
| District counsel | 25,000 |
| General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. | |
| District management | 36,000 |
| Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District. | |
| Printing & binding | 500 |
| Letterhead, envelopes, copies, agenda packages, etc. | |
| Legal advertising | 1,500 |
| The District advertises for monthly meetings, special meetings, public hearings, public bids, etc. After bonds are issued, many of the required public hearings will be completed. | |
| Postage | 500 |
| Mailing of agenda packages, overnight deliveries, correspondence, etc. | |
| Audit | 3,575 |
| The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General. | |
| Insurance - GL, POL | 5,785 |
| The District carries general liability and public officials liability insurance. The limit of liability is set at \$1,000,000 for general liability and \$1,000,000 for public officials liability. | |
| Miscellaneous- bank charges | 500 |
| Bank charges and other miscellaneous expenses incurred during the year. | |
| Website | |
| Hosting & development | 705 |
| ADA compliance | 210 |
| Annual district filing fee | 175 |
| Annual fee paid to the Florida Department of Economic Opportunity. | |
| Office supplies | 500 |
| Bank charges, automated AP and other charges. | |
| Tax collector | 2,392 |
| .035% of Revenues - Assessment levy collected by Duval County Tax Collector's Office to process non-advalorem assessments | |
| Total professional & admin expenditures | 92,652 |

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

Field operations - Shared¹

| | |
|--|-------------------|
| Field management | 6,000 |
| Part-time management firm managing District common elements. | |
| O&M accounting | 3,400 |
| Stormwater management | 10,000 |
| Twice monthly visits 15.24 acres of pond. Aquagenix contractor | |
| Stormwater treatment & monitoring | 7,500 |
| Irrigation/reclaim | 64,000 |
| Assumes 5,600 linear feet and 20' wide ROW. 26 watering weeks a year at 3/4" water each water week at \$1 per 1,000 gallons. | |
| Landscape | |
| Plant replacement | 2,500 |
| Irrigation repairs | 5,000 |
| Phase 1A | 45,500 |
| Includes mowing with 42 service visits per year (\$30,000), edging, weeding, trash clean-up, fertilization, trimming and pruning, irrigation inspection (\$8,500) and annuals (\$7,000). | |
| Phase 1A mulch | 23,000 |
| Phase 1B | 38,500 |
| Includes mowing with 42 service visits per year (\$24,000), edging, weeding, trash clean-up, fertilization, trimming and pruning, irrigation inspection (\$8,000) and annuals (\$6,500). | |
| Phase 1B mulch | 20,000 |
| Pond mowing (pond d) | 10,000 |
| Maintenance of Lake Mary Virginia Pond and Pond D (total 15.24 acres) | |
| Landscape buckfield circle | 15,000 |
| Maintenance & repairs | 25,000 |
| Periodic repairs to roadsign, irrigation, sidewalk, pavers, lighting, entry monuments. Pressure washing and street sweeping. | |
| Miscellaneous contingency | 10,000 |
| Total field operations | <u>285,400</u> |
| Total expenditures | <u>\$ 378,052</u> |

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

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-04

A RESOLUTION OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

PASSED AND ADOPTED this 9th day of April, 2024.

ATTEST:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|-------------------|-----------------------------------|-------------|
| October 8, 2024 | Regular Meeting | 9:30 AM |
| November 5, 2024 | Landowners' Meeting | 9:00 AM |
| November 12, 2024 | Regular Meeting | 9:30 AM |
| December 10, 2024 | Regular Meeting | 9:30 AM |
| January 14, 2025 | Regular Meeting | 9:30 AM |
| February 11, 2025 | Regular Meeting | 9:30 AM |
| March 11, 2025 | Regular Meeting | 9:30 AM |
| April 8, 2025 | Regular Meeting | 9:30 AM |
| May 13, 2025 | Regular Meeting | 9:30 AM |
| June 10, 2025 | Regular Meeting | 9:30 AM |
| July 8, 2025 | Regular Meeting | 9:30 AM |
| August 12, 2025 | Regular Meeting | 9:30 AM |
| September 9, 2025 | Regular Meeting | 9:30 AM |

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
TMA ROAD PHASE 2B**

| | <u>Vallencourt</u> | <u>JB Coxwell</u> | <u>Gardner</u> |
|--|---------------------------|--------------------------|-----------------------|
| Mobilization & Site Preparation | \$502,466.91 | \$1,431,920.00 | \$181,738.02 |
| Clearing & Grubbing | \$134,296.96 | \$800,215.00 | \$397,699.42 |
| Stormwater Management Facilities | \$446,957.85 | \$867,387.00 | \$656,494.70 |
| Roadway Earthwork | \$764,666.29 | \$325,235.00 | \$974,356.96 |
| Gate Parkway/Baymeadows Roadway Construction | \$523,727.73 | \$197,963.00 | \$345,500.67 |
| TMA Roadway Construction | \$1,347,436.57 | \$2,035,909.00 | \$1,530,058.87 |
| TMA Hardscape & Sidewalk | \$496,880.60 | \$394,403.00 | \$101,768.96 |
| TMA Multi-Use Path | \$119,933.60 | \$175,564.00 | \$76,100.90 |
| Traffic Signal Construction | \$1,599,610.40 | \$1,478,600.00 | \$1,726,918.24 |
| Storm Drainage System | \$1,269,506.21 | \$1,761,271.00 | \$1,669,591.54 |
| Box Culvert Extension | \$2,340,214.04 | \$1,581,110.00 | \$1,210,436.31 |
| Paving & Drainage As-Builts | \$17,415.42 | \$58,000.00 | \$16,802.88 |
| JEA Water Distribution System | \$356,515.95 | \$438,938.00 | \$684,631.67 |
| JEA Sanitary Sewer System | \$335,325.97 | \$533,212.00 | \$923,655.04 |
| JEA Reuse Water Distribution System | \$221,699.00 | \$259,933.00 | \$476,195.64 |
| Water, Sewer & Reuse As-Builts | \$26,880.32 | \$57,000.00 | \$15,533.12 |
| Lift Station (Class 1) | \$821,403.66 | \$1,404,936.00 | \$853,474.18 |
| Lift Station (Class 4) | \$4,816,668.07 | \$4,847,570.00 | \$5,945,792.72 |
| Seeding & Mulching & Sod | \$32,845.52 | \$101,544.00 | \$338,592.32 |
| Signage | \$28,066.59 | \$14,100.00 | \$25,299.45 |
| Sediment & Erosion Control | \$17,081.70 | \$64,395.00 | \$74,768.84 |
| Stormwater Pollution Prevention Plan | \$49,472.80 | \$3,500.00 | \$18,804.88 |
| Bonding/Warranty | \$109,728.59 | \$161,000.00 | \$316,984.17 |
| JEA Electrical Infrastructure | \$1,050,000.00 | \$1,050,000.00 | \$1,050,000.00 |
| Comp Storage Pond | \$2,979,627.68 | \$3,955,169.00 | \$2,525,839.76 |
| Stockpiled Material | \$440,783.45 | \$159,500.00 | \$292,036.08 |

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

TMA ROAD PHASE 2B

| | | | |
|---|------------------------|------------------------|------------------------|
| Gate Pkwy/Stillwood Pines Water Main Crossing | \$52,203.08 | \$32,295.00 | \$60,144.02 |
| Six Barrel 5x10' Box Culvert and Head Walls | See Phase 2A | | \$2,598,328.37 |
| SUB-TOTAL LUMP SUM COST - PH 2B | \$20,901,414.96 | \$24,190,669.00 | \$25,087,547.73 |

| | | | |
|-------------------------------|--------------|--------------|--------------|
| Sawmill Mass Grading-Parcel 5 | \$732,499.23 | \$423,708.00 | \$420,380.56 |
|-------------------------------|--------------|--------------|--------------|

| | | | |
|--|---------------------------|--------------------------|-----------------------|
| | <u>Vallencourt</u> | <u>JB Coxwell</u> | <u>Gardner</u> |
|--|---------------------------|--------------------------|-----------------------|

CONTINGENCY

| | | | |
|--|----------------|----------------|----------------|
| Off-Hour Security Service (Contingency) | \$331,679.40 | | \$437,311.20 |
| Underdrain Type 1 | \$133,451.70 | \$147,000.00 | \$170,610.00 |
| Irrigation Sleeves and Electrical/Telephone/ CATV Conduit | \$195,140.00 | \$336,990.00 | \$201,330.00 |
| JEA Water/Sewer/Resuse Flowable Fill | \$487,640.00 | \$275,000.00 | \$302,250.00 |
| Material Testing Allowance | \$150,000.00 | \$150,000.00 | \$150,000.00 |
| Unsuitable Material Removal (100,000 CY Assumed) | \$2,544,000.00 | \$2,263,000.00 | \$3,566,919.28 |
| | 25.44 CY | 22.63 CY | 35.67 CY |

| | | | |
|-----------------------------------|-----------------------|-----------------------|-----------------------|
| TOTAL CONTINGENCY INCLUDED | \$2,889,140.00 | \$2,749,990.00 | \$3,918,249.28 |
|-----------------------------------|-----------------------|-----------------------|-----------------------|

BID ALTERNATES

| | | | |
|--|--------------|--------------|--------------|
| ADS Drainage Pipe per COJ Design | -\$85,082.77 | -\$85,470.00 | -182,967.68 |
| Install Site Furnishings (Iron ADA Mats) | \$47,591.91 | \$38,600.00 | Not on Plans |
| Additional Clearing & Grubbing Within Areas Shown on Plans (Price per Acre) | \$8,664.32 | \$10,000.00 | 7,835.19 |
| Procure Shop Drawings | N/A | \$5,000.00 | N/A |

**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
TMA ROAD PHASE 2B**

| | | | |
|---------------------------------------|---------------------|---------------------|--------------------|
| Temporary Bridge Crossing (Allowance) | \$246,949.64 | | |
| Ribbon Curb Perimeter Ramps 2A | \$6,993.00 | | |
| Ribbon Curb Perimeter Ramps 2B | \$5,544.00 | | |
| TOTAL BID ALTERNATES | -\$24,953.86 | -\$85,470.00 | -182,967.68 |

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

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

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

Interlocal Agreement Funding Received

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

Requisitions:

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

Interlocal agreement funding still to be received -

In circulation (awaiting funding) -

Total interlocal funding available (excluding Retainage Payable) -

Retainage Payable

| | | | |
|----------------|----|----------------------------------|-------------|
| 3/5/2021 | 2 | Vallencourt Construction Company | (17,674.80) |
| 3/5/2021 | 3 | Vallencourt Construction Company | (12,693.15) |
| 4/15/2021 | 11 | Vallencourt Construction Company | (40,362.16) |
| 4/30/2021 | 17 | Vallencourt Construction Company | (52,418.05) |
| 6/17/2021 | 24 | Vallencourt Construction Company | (74,438.81) |
| 7/30/2021 | 32 | Vallencourt Construction Company | (21,154.15) |
| 11/8/2021 | - | Transfer in | 218,741.12 |
| Balance | | | - |

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

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

Remaining amounts to expend:

| Construction draw funding agreement (ICI commitment amount) | | | | \$ 5,600,220.00 |
|---|---------------|--|----------------|-----------------|
| Date | Requisition # | Payee | Amount | |
| Payment verified | | | | |
| 10/1/2021 | 38 | Forterra Pipe & Precast - CONSTRUCTION DRAW #2 | (60,438.59) | |
| 10/01/21 | 39 | Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #2 | (436,288.20) | |
| 10/8/2021 | 41 | GP Materials, Inc. - CONSTRUCTION DRAW #3 | (11,106.24) | |
| 10/8/2021 | 42 | Vallencourt Construction Company - CONSTRUCTION DRAW #5 | (201,426.30) | |
| 10/26/2021 | 44 | Cash Building Materials - CONSTRUCTION DRAW #7 | (48,414.10) | |
| 11/8/2021 | | Transfer out ¹ | (1,838,606.70) | |
| 10/26/2021 | 46 | Forterra Pipe & Precast - CONSTRUCTION DRAW #7 | (4,683.38) | |
| 10/26/2021 | 43 | GP Materials, Inc. - CONSTRUCTION DRAW #7 | (5,391.21) | |
| 10/26/2021 | 45 | Vallencourt Construction Company - CONSTRUCTION DRAW #7 | (647,775.53) | |
| 11/22/2021 | 49 | GP Materials, Inc. - CONSTRUCTION DRAW #8 | (42,249.03) | |
| 12/10/2021 | 45 | Vallencourt Construction Company - CONSTRUCTION DRAW #9 | (741,972.57) | |
| 12/10/2021 | 51 | GP Materials, Inc. - CONSTRUCTION DRAW #9 | (16,482.13) | |
| 12/10/2021 | 53 | Cecil W. Powell & Company - CONSTRUCTION DRAW #9 | (102,192.00) | |
| 12/28/2021 | 55 | Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #10 | (681,380.01) | |
| 12/28/2021 | 56 | Forterra Pipe & Precast - CONSTRUCTION DRAW #10 | (851.65) | |
| 2/8/2022 | 57 | Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #11 | (10,962.36) | |
| 2/8/2022 | 57 | Vallencourt Construction Company, Inc. | (353,699.33) | |
| 3/3/2022 | 60 | GP Materials, Inc. | (24,472.70) | |
| 3/17/2022 | 62 | Vallencourt Construction Company, Inc. | (371,827.97) | |
| Total amounts paid | | | | (5,600,220.00) |
| Total remaining to be drawn for construction per agreement (not including related retainage) | | | | - |
| Eligible Retainage Payable | | | | |
| 9/9/2021 | 39 | Vallencourt Construction Company, Inc. | (48,476.47) | |
| 9/30/2021 | 42 | Vallencourt Construction Company, Inc. | (22,380.70) | |
| 10/26/2021 | 45 | Vallencourt Construction Company, Inc. | (71,975.06) | |
| 11/8/2021 | - | Transfer out ² | (218,741.12) | |
| 11/8/2021 | - | Transfer out ³ | (39,404.85) | |
| 12/8/2021 | 50 | Vallencourt Construction Company, Inc. | (82,441.39) | |
| 12/28/2021 | 55 | Vallencourt Construction Company, Inc. | (75,708.89) | |
| 2/8/2022 | 57 | Vallencourt Construction Company, Inc. | (40,517.97) | |
| 2/28/2022 | - | Transfer in ⁵ | 599,646.45 | |
| Total retainage payable | | | | - |
| Total remaining to be drawn for construction per agreement (including related retainage)⁴ | | | | \$ - |

¹These amounts were initially funded from the \$6.4M bucket, however, they have since been funded by the \$5.6M bucket, which is reflected as a transfer out on this schedule. Details for this total can be found on the \$6.4M schedule.

²See Interlocal Agreement tab for details

³See Construction Account Activity tab for details

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

⁵This amount was transferred back to the \$6.4M bucket as all construction draw funding has been received and subsequently depleted.

Remaining amounts to collect/request from ICI:

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

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

Funds received

| | | |
|---------------------------------|---|----------------------|
| 12/23/2020 | Initial Construction Funds | \$ 6,467,000.00 |
| 10/26/2021 | Parcel 9 lot closing - Completion of Master Infrastructure | 2,500,000.00 |
| 10/26/2021 | Parcel 9 lot closing - 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 |
| 1/18/2024 | TMA Trip Revenue | 18,306.78 |
| 1/18/2024 | TMA Trip Revenue | 18,306.78 |
| 1/26/2024 | TMA Trip Revenue | 18,306.78 |
| 1/26/2024 | TMA Trip Revenue | 27,839.00 |
| 3/15/2024 | TMA Trip Revenue | 270,436.00 |
| 3/29/2024 | TMA Trip Revenue | 779,492.00 |
| 3/29/2024 | Curb Cut Funding | 150,000.00 |
| 3/29/2024 | Work Contribution | 1,500,000.00 |
| Total Construction Funds | | 15,894,244.89 |

Requisitions:

| Date | Requisition # | Payee | Amount |
|-------------------------|---------------|--------------------------------|----------------|
| Payment verified | | | |
| 3/2/2021 | 1 | Sawmill Timber, LLC. | (2,266,000.64) |
| 3/5/2021 | 4 | England, Thims & Miller | (24,000.00) |
| 3/22/2021 | 5 | England, Thims & Miller | (24,024.31) |
| 3/22/2021 | 6 | Core & Main* | (593,466.53) |
| 3/22/2021 | 7 | England, Thims & Miller | (4,800.00) |
| 4/5/2021 | 8 | Forterra Pipe & Precast, LLC.* | (100,286.97) |

| | | | |
|------------|----|---|--------------|
| 4/5/2021 | 9 | Core & Main* | (12,867.20) |
| 4/5/2021 | 10 | ECS of Florida | (2,500.00) |
| 4/5/2021 | 12 | Core & Main* | (18,742.00) |
| 4/5/2021 | 13 | Core & Main* | (184,403.28) |
| 4/5/2021 | 14 | Forterra Pipe & Precast, LLC.* | (31,361.65) |
| 5/4/2021 | 15 | England, Thims & Miller | (36,791.70) |
| 5/4/2021 | 16 | England, Thims & Miller | (28,851.67) |
| 5/4/2021 | 18 | Forterra Pipe & Precast, LLC.* | (18,185.40) |
| 5/19/2021 | 19 | ECS of Florida | (9,000.00) |
| 5/19/2021 | 20 | Forterra Pipe & Precast, LLC.* | (39,135.69) |
| 5/19/2021 | 21 | Core & Main* | (140,273.96) |
| 5/19/2021 | 22 | England, Thims & Miller | (270,545.65) |
| 5/19/2021 | 23 | ECS of Florida | (21,500.00) |
| 6/30/2021 | 25 | Valmont Industries, Inc.* | (177,000.00) |
| 6/30/2021 | 26 | ECS of Florida | (6,000.00) |
| 6/30/2021 | 27 | Forterra Pipe & Precast, LLC.* | (76,382.83) |
| 6/30/2021 | 28 | England, Thims & Miller | (134,858.13) |
| 6/30/2021 | 29 | Core & Main* | (4,477.76) |
| 8/2/2021 | 30 | Forterra Pipe & Precast, LLC.* | (20,275.51) |
| 8/2/2021 | 31 | Core & Main* | (31,214.00) |
| 8/2/2021 | 32 | Vallencourt Construction Company, Inc.* | (35,890.30) |
| 8/2/2021 | 33 | ECS of Florida | (14,300.00) |
| 8/2/2021 | 34 | England, Thims & Miller | (141,652.98) |
| 8/20/2021 | 35 | Vallencourt Construction Company, Inc.* | (354,643.62) |
| 8/20/2021 | 36 | ECS of Florida | (3,500.00) |
| 11/8/2021 | | Transfer in* | 1,838,606.70 |
| 10/1/2021 | 37 | England, Thims & Miller | (60,094.56) |
| 10/26/2021 | 47 | England, Thims & Miller | (241,608.71) |
| 11/22/2021 | 48 | England, Thims & Miller | (115,839.10) |
| 12/10/2021 | 52 | England, Thims & Miller | (159,169.57) |
| 12/28/2021 | 54 | England, Thims & Miller | (109,407.76) |
| 2/8/2022 | 58 | England, Thims & Miller | (170,164.51) |
| 2/8/2022 | 59 | Onsight Industries | (32,243.08) |
| 3/3/2022 | 61 | England, Thims & Miller | (71,418.42) |
| 3/17/2022 | 63 | Vallencourt Construction Company, Inc. | (161,266.48) |
| 3/17/2022 | 64 | GP Materials, Inc. | (1,000.07) |
| 3/17/2022 | 65 | Cash Building Material | (28,204.60) |
| 4/5/2022 | 67 | GP Materials, Inc. | (2,099.94) |
| 4/5/2022 | 66 | England, Thims & Miller | (47,100.00) |
| 4/5/2022 | 68 | Cash Building Material | (10,117.80) |
| 4/29/2022 | 69 | GP Materials, Inc. | (9,476.73) |
| 5/13/2022 | 70 | Vallencourt Construction Company, Inc. | (351,269.59) |
| 5/13/2022 | 71 | England, Thims & Miller | (45,875.00) |
| 5/13/2022 | 72 | GP Materials, Inc. | (32,169.46) |
| 5/13/2022 | 73 | Cash Building Material | (10,890.50) |
| 5/27/2022 | 74 | Vallencourt Construction Company, Inc. | (691,797.02) |
| 5/27/2022 | 75 | GP Materials, Inc. | (10,160.82) |
| 5/27/2022 | 76 | England, Thims & Miller | (53,274.09) |
| 6/27/2022 | 77 | Vallencourt Construction Company, Inc. | (389,677.36) |
| 6/27/2022 | 78 | Onsight Industries | (23,358.07) |
| 6/27/2022 | 80 | Vallencourt Construction Company, Inc. | (438,380.02) |
| 6/27/2022 | 81 | England, Thims & Miller | (44,053.21) |
| 7/20/2022 | 79 | Cash Building Material | (6,554.30) |
| 8/1/2022 | 82 | Vallencourt Construction Company, Inc. | (503,352.21) |
| 8/1/2022 | 83 | England, Thims & Miller | (44,583.16) |
| 9/1/2022 | 84 | Vallencourt Construction Company, Inc. | (185,881.00) |
| 9/1/2022 | 85 | Cash Building Material | (5,247.20) |
| 9/1/2022 | 86 | England, Thims & Miller | (32,924.07) |
| 9/1/2022 | 87 | Basham & Lucas Design Group, Inc. | (9,800.00) |
| 10/7/2022 | 88 | Vallencourt Construction Company, Inc. | (163,552.96) |
| 10/7/2022 | 89 | Cash Building Material | (14,242.65) |
| 10/11/2022 | 90 | ECS of Florida | (1,800.00) |
| 11/8/2022 | 91 | Vallencourt Construction Company, Inc. | (299,964.29) |
| 11/8/2022 | 92 | England, Thims & Miller | (4,617.30) |
| 12/2/2022 | 93 | Basham & Lucas Design Group, Inc. | (4,600.00) |
| 12/2/2022 | 94 | England, Thims & Miller | (307.50) |
| 12/2/2022 | 95 | JEA | (88,189.00) |
| 1/6/2023 | 96 | Vallencourt Construction Company, Inc. | (51,841.36) |

| | | | | |
|------------|-----|---|--------------|----------------|
| 1/20/2023 | 97 | Vallencourt Construction Company, Inc. | (85,677.96) | |
| 1/6/2023 | 98 | Basham & Lucas Design Group, Inc. | (1,050.00) | |
| 1/23/2023 | 99 | Cash Building Material | (3,710.70) | |
| 1/20/2023 | 100 | JEA | (1,643.00) | |
| 1/20/2023 | 101 | England, Thims & Miller | (36,150.98) | |
| 1/23/2023 | 102 | ECS of Florida | (1,200.00) | |
| 2/27/2023 | 103 | England, Thims & Miller | (10,268.57) | |
| 3/6/2023 | 104 | Vallencourt Construction Company, Inc. | (177,350.52) | |
| 2/27/2023 | 105 | England, Thims & Miller | (7,626.85) | |
| 3/6/2023 | 106 | Vallencourt Construction Company, Inc. | (318,445.20) | |
| 3/15/2023 | 107 | England, Thims & Miller | (7,428.00) | |
| 3/15/2023 | 108 | England, Thims & Miller | (4,548.00) | |
| 3/31/2023 | 109 | Cecil W. Powell & Company | (57,924.00) | |
| 3/29/2023 | 110 | Basham & Lucas Design Group, Inc. | (1,900.00) | |
| 4/19/2023 | 111 | England, Thims & Miller | (7,811.06) | |
| 4/19/2023 | 112 | England, Thims & Miller | (2,796.00) | |
| 7/11/2023 | 115 | England, Thims & Miller | (10,628.00) | |
| 7/11/2023 | 116 | England, Thims & Miller | (7,527.50) | |
| 7/11/2023 | 119 | JEA | (150,858.00) | |
| 7/11/2023 | 120 | England, Thims & Miller | (6,590.00) | |
| 7/11/2023 | 121 | National Stormwater Trust | (10,285.00) | |
| 7/27/2023 | 114 | Vallencourt Construction Company, Inc. | (204,125.30) | |
| 7/27/2023 | 117 | Vallencourt Construction Company, Inc. | (254,714.04) | |
| 8/3/2023 | 118 | Vallencourt Construction Company, Inc. | (113,410.78) | |
| 8/31/2023 | 122 | England, Thims & Miller | (17,408.25) | |
| 8/31/2023 | 123 | Basham & Lucas Design Group, Inc. | (3,587.50) | |
| 8/31/2023 | 124 | National Stormwater Trust | (9,345.00) | |
| 8/31/2023 | 125 | Vallencourt Construction Company, Inc. | (141,134.32) | |
| 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) | |
| 2/2/2024 | 133 | Construction Specialties of North Florida | (55,782.65) | |
| 2/2/2024 | 134 | England, Thims & Miller | (1,036.00) | |
| 2/12/2024 | 135 | Onsight Industries | (8,885.00) | |
| 3/8/2024 | 136 | England, Thims & Miller | (2,657.00) | |
| Balance | | | | (9,623,935.59) |

Total Cash Available (Excluding Retainage Payable)

6,270,309.30

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

\$ 5,722,984.56

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

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7

AGREEMENT BETWEEN RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT AND ROGER KINTZ FOR THE PROVISION OF PORTER SERVICES

This Agreement (the “Agreement”) is effective this 1st day of April, 2024, by and between:

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

Roger Kintz, an individual, with a mailing address of 128 Hydrangea Road, Kingsland, Georgia 31548 (the "Contractor", together with District the “Parties”).

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide porter services within the Seven Pines Community of the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide porter services and has agreed to provide to the District those services, as set forth in **Exhibit A**, including, without limitation, all materials necessary to perform the labor (the “Services”); and

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

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

Section 1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

Section 2. Description of Work and Services.

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

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

Section 3. Scope of Services. The Contractor will provide porter services for the Seven Pines Community within the District as further described in **Exhibit A**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

Section 4. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

Section 5. Compensation; Term; Renewal.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Two Hundred Dollars (\$200.00)** per month for weekly porter services. The term of this Agreement shall be from April 1, 2024, through March 31, 2025. The Agreement shall renew on an annual basis unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

C. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

Section 6. Insurance.

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

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

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

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

(3) Employer's Liability Coverage with limits of at least \$_____ per accident or disease.

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

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

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

Section 7. Indemnification.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any

person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

Section 8. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

Section 9. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Section 10. Liens and Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

Section 11. Termination. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the

Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

Section 12. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

Section 13. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

Section 14. Independent Contractor Status. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

Section 15. Enforcement of Agreement. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 16. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

Section 17. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

Section 18. Compliance with Public Records Laws. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701,

Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, ORLANDO, FLORIDA 32081.

Section 19. Arm’s Length Transaction. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

Section 20. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

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

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

Section 21. Compliance with Section 20.055, Florida Statutes. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Section 22. Scrutinized Companies Statement. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

ATTEST:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

ROGER KINTZ, an individual

Print Name: _____

By: _____
Print: Roger Kintz, Owner

Services

Location at Seven Pines - Kernan Blvd S. Jacksonville, FL 32256.

Porter Services:

1. Emptying trash cans located near pond sitting areas off Stillwood Pines Blvd 2x a week.
2. Clean out trash cans on an as needed basis.
3. Clean the top of trash cans, change out liners (supplied by Roger Kintz).
4. Pick up trash throughout managing property lines.
5. Move any construction signs/barrels off grass/plant beds.

The cost is \$50.00 per week,

Total price: \$200.00 per month

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29, 2024**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2024**

| | General Fund | Capital Projects Fund | Total Governmental Funds |
|--------------------------------------|-----------------|-----------------------------|--------------------------------|
| ASSETS | | | |
| Cash | \$ 271,818 | \$3,573,038 | \$ 3,844,856 |
| Total assets | \$ 271,818 | \$3,573,038 | \$ 3,844,856 |
| LIABILITIES AND FUND BALANCES | | | |
| Liabilities: | | | |
| Retainage payable | \$ - | \$ 547,324 | \$ 547,324 |
| Due to Landowner | 27,874 | - | 27,874 |
| Accrued wages payable | 200 | - | 200 |
| Accrued taxes payable | 168 | - | 168 |
| Landowner advance | 6,000 | - | 6,000 |
| Total liabilities | 34,242 | 547,324 | 581,566 |
| Fund balances: | | | |
| Restricted for: | | | |
| Capital projects | - | 3,025,714 | 3,025,714 |
| Unassigned | 237,576 | - | 237,576 |
| Total fund balances | 237,576 | 3,025,714 | 3,263,290 |
| Total liabilities and fund balances | \$ 271,818 | \$3,573,038 | \$ 3,844,856 |

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|----------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll - net | \$ - | \$ 48,329 | \$ 48,329 | 100% |
| Assessment levy: off-roll | 66,213 | 198,639 | 264,851 | 75% |
| Interlocal - Boggy Branch CDD | - | 64,635 | 64,635 | 100% |
| Total revenues | <u>66,213</u> | <u>311,603</u> | <u>377,815</u> | 82% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisors | - | 1,600 | 5,000 | 32% |
| FICA | - | 122 | - | N/A |
| District engineer | 2,855 | 8,124 | 10,000 | 81% |
| District counsel | 744 | 2,821 | 25,000 | 11% |
| District management | 3,000 | 15,000 | 36,000 | 42% |
| Printing & binding | 42 | 208 | 500 | 42% |
| Legal advertising | - | 96 | 1,500 | 6% |
| Postage | - | - | 500 | 0% |
| Audit | - | - | 3,575 | 0% |
| Insurance - GL, POL | - | 5,785 | 5,500 | 105% |
| 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>6,641</u> | <u>34,846</u> | <u>89,665</u> | 39% |
| Field operations - Shared¹ | | | | |
| Field management | 500 | 2,100 | 6,000 | 35% |
| O&M accounting | 283 | 1,417 | 3,400 | 42% |
| Stormwater management | 450 | 2,250 | 10,000 | 23% |
| Stormwater treatment & monitoring | - | - | 7,500 | 0% |
| Irrigation/reclaim | - | 7,790 | 64,000 | 12% |
| Landscape | | | | |
| Plant replacement | - | 530 | 2,500 | 21% |
| Irrigation repairs | - | 660 | 5,000 | 13% |
| Phase 1A | 7,700 | 31,900 | 45,500 | 70% |
| Phase 1A mulch | - | - | 23,000 | 0% |
| Phase 1B | 2,000 | 5,500 | 38,500 | 14% |
| Phase 1B mulch | - | - | 20,000 | 0% |
| Pond mowing (pond d) | - | - | 10,000 | 0% |
| Landscape buckfield circle | - | - | 15,000 | 0% |
| Roadway maintenance | - | - | 25,000 | 0% |
| Miscellaneous contingency | - | 18,300 | 10,000 | 183% |
| Total field operations | <u>10,933</u> | <u>70,447</u> | <u>285,400</u> | 25% |

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-----------------|----------------|
| Other fees & charges | | | | |
| Tax collector | - | 1,692 | 1,762 | 96% |
| Total other fees & charges | - | 1,692 | 1,762 | 96% |
| Total expenditures | 17,574 | 106,985 | 376,827 | 28% |
| | | | | |
| Excess/(deficiency) of revenues over/(under) expenditures | 48,639 | 204,618 | 988 | |
| | | | | |
| Fund balances - beginning | 188,937 | 32,958 | 5,806 | |
| Fund balances - ending | <u>\$ 237,576</u> | <u>\$ 237,576</u> | <u>\$ 6,794</u> | |

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| TMA trip revenue | \$ - | \$ 110,220 |
| Total revenues | - | 110,220 |
| EXPENDITURES | | |
| Capital outlay | 65,703 | 111,226 |
| Total expenditures | 65,703 | 111,226 |
| Excess/(deficiency) of revenues over/(under) expenditures | (65,703) | (1,006) |
| Fund balances - beginning | 3,091,417 | 3,026,720 |
| Fund balances - ending | \$ 3,025,714 | \$ 3,025,714 |

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Ryals Creek Community Development District held a Regular Meeting on 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.

Present were:

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

Also present, were:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:32 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Ratification of ECS Florida, LLC, Proposal for Subsurface Exploration and Geotechnical Engineering Services - Stillwood Pines Boulevard Phase 2 – SMF E

Mr. Torres presented the ECS Florida, LLC, proposal for Subsurface Exploration and Geotechnical Engineering Services related to Stillwood Pines Boulevard Phase 2 – SMF E. It was

40 noted that the work was for a drawdown analysis for a potential cut-off wall for Pond E and the
41 work has been completed.

42

On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the ECS Florida, LLC, Proposal for Subsurface Exploration and Geotechnical Engineering Services related to Stillwood Pines Boulevard Phase 2 – SMF E, was ratified.

46

47

FOURTH ORDER OF BUSINESS

Ratification of C.S.S. Landscaping, Inc., Estimate EST 4265533 for Removal of Pine Trees along Stillwood Pines/Generations Ave

49

50

51

52

53

Mr. Torres presented C.S.S. Landscaping, Inc., Estimate EST 4265533 for removal of pine trees along Stillwood Pines/Generations Avenue, in the amount of \$1,250. The invoice was previously executed by the Chair.

55

56

Mr. Chip Skinner stated the work will be completed in the coming week.

57

On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor, C.S.S. Landscaping, Inc., Estimate EST 4265533 for Removal of Pine Trees along Stillwood Pines/Generations Avenue, in the amount of \$1,250, was ratified.

58

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FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners’ Meeting of the District, and Providing for an Effective Date

64

65

66

67

68

Mr. Torres presented Resolution 2024-02. Seats 1, 2 and 4, currently held by Mr. Jones, Mr. Riley Skinner and Mr. Davis Skinner, respectively, will be up for election.

69

70

On MOTION by Mr. Davis Skinner and seconded by Mr. Riley Skinner, with all in favor, Resolution 2024-02, Designating a Date, Time, and Location of November 5, 2024 at 9:00 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258, for the Landowners’ Meeting of the District, and Providing for an Effective Date, was adopted.

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79 **SIXTH ORDER OF BUSINESS****Consideration of Amendment to Boggy Branch CDD Interlocal Agreement Regarding the Construction and Maintenance of Certain Improvements**

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83

84 Mr. Torres stated that the Amendment to the Boggy Branch CDD Interlocal Agreement
85 regarding the Construction and Maintenance of Certain Improvements was approved at the last
86 meeting; however, certain areas have come online that were not included in the Interlocal
87 Agreement.

88 Ms. Buchanan stated Staff is waiting for the Boggy Branch CDD to respond, at an
89 upcoming meeting. She will follow up and report her findings to the Board.

90

91 **SEVENTH ORDER OF BUSINESS****Discussion: Bidding and Construction of Phase 2 Stillwood Pines**

92

93

94 Referencing an area map, Mr. Crews stated the project was originally bid more than one
95 year ago and was separated into three phases, Phases 2A, 2B and 2C, and included mass
96 grading work that would have been handled by Saw Mill Timber. However, under the overall
97 contract, Staff is working on getting a control structure modification permitted and installed to
98 allow for the elimination of a few proposed ponds. A permit was granted and is currently being
99 processed by the City of Jacksonville. Work with the NST Group is underway to work through
100 additional technical ramifications of how the product functions with normal water levels.
101 Ultimately, the goal is to convert and re-route the piping and collection for the road to allow for
102 the flexibility of not having to construct the Arrowhead pond, when the control structure is
103 approved by the City.

104 Mr. Crews recommended revising the original bid package by making whatever minor
105 edits are necessary and going back out to bid with newly-permitted plans. The bidders will need
106 to make sure to provide unit prices for all materials so that when the project is fully permitted
107 price deductions can be executed and the changes in piping should not add to the costs.

108 Discussion ensued regarding re-routing the pipes, timing of the plan modifications,
109 permitting for Pond D, the roadway, pond configurations, pipe seepage, adjusting the scope of

110 work, how to structure the bid, bid notice publication timing, a cost-share agreement with Saw
 111 Mill Timber, timing of material deliveries, making provisions for the JEA project as part of the
 112 bid, decreasing the phases from three to two, stipulating that the contractor is responsible for
 113 water irrigation consumption and power needs throughout the construction, commencing work
 114 in April 2024, potential bidders, possible bid protests and deductive change orders.

115 It was noted that the plans and bid will be noticed on February 14 or 15, 2024, followed
 116 by a two-week review period, and the proposals will be considered at the March 19, 2024
 117 meeting.

118 Mr. Crews and Mr. Hall will draft and email a memo to the Board outlining the plans, the
 119 bids, awarding and entering into a contract with the contractor, finalizing the permitting with
 120 the City and the estimated dates for all aspects of the project.

121

122 **On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor,**
 123 **authorizing the District Engineer to publish the bid notice and the evaluation**
 124 **criteria for the Phase 2 Stillwood Pines project, was approved.**

125

126

EIGHTH ORDER OF BUSINESS

Update: Construction Account Activity

128

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

131 Mr. Chip Skinner stated the current retainage outstanding has a \$3 million balance and
 132 asked about the payables. Mr. Crews stated, based on the last approved invoice, the amount is
 133 \$1.2 million, including \$691,797.02 for Vallencourt and \$547,324.74 for retainage.

134 Discussion ensued regarding the construction draw spreadsheet and contingencies.

135

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements

137

138

139 Mr. Torres presented the following:

140 **A. As of September 30, 2023**

141 **B. As of November 30, 2023**

142 Mr. Torres noted that the wrong format was used for the November financials. The
 143 necessary corrections will be made and a new version will be distributed to the Board.

144

On MOTION by Mr. Chip Skinner and seconded by Mr. Eyrick, with all in favor, the Unaudited Financial Statements as of September 30, 2023, as presented, and as of November 30, 2023, as amended, were accepted.

145

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148

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150 **TENTH ORDER OF BUSINESS**

Approval of October 11, 2023 Regular Meeting Minutes

151

152

153

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

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158 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

159

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

161 Ms. Buchanan responded to questions regarding how a funding agreement with Saw
 162 Mill Timber would be processed and if the CDD would be subject to an interest rate.

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

164 • **Update: City of Jacksonville Acceptance of Stillwood Pines Phase 1B**

165 Mr. Hall reported the following:

166 ➤ The billing for irrigation of Phase 1A was extremely high; the reasons why are being
 167 investigated.

168 ➤ The 1A and 1B demand design was estimated at 17,000 gallons per day. The April bill for
 169 1A only was 966,000 gallons. If the 17,000 gallons per day for the two phases are used and the
 170 area is watered every day for one month, it would only amount to 519,000 gallons.

171 ➤ Staff is of the opinion that there is a leak in the system or over-watering is occurring;
 172 both of which lead to concerns about the pavement base. There might have been a water main
 173 break that went unchecked.

174 ➤ Staff is working with the landscape architects, CSS, Vallencourt and Sun State to try to
 175 pinpoint and ultimately resolve the issue.

176 ➤ The bid package will stipulate that it is the contractor's responsibility to pay for the
177 irrigation portion of the project.

178 Discussion ensued regarding irrigation billing, asking JEA to assist with the investigation,
179 the team members tasked with resolving the problem, pressure testing and the as-builts for the
180 irrigation system.

181 Ms. Buchanan will check the Boggy Branch CDD irrigation numbers and report her
182 findings. Mr. Torres will forward all irrigation invoices to the Chair and the District Engineer for
183 review and approval prior to submitting them to Accounting for payment.

184 Asked about Buckfield Circle, Mr. Hall stated Vallencourt is completing the inverts in the
185 stormwater system, JEA accepted the utilities and Spectrum is on schedule to have the water
186 meter installed.

187 Mr. Chip Skinner stated he recently met with CSS, who prepared a new landscape
188 maintenance proposal for the CDD that incorporates into one contract all the areas that are
189 currently being maintained, which he hopes can be approved today. A Board Member voiced
190 his opinion that the CDD should engage a Construction Manager to keep track of all aspects of
191 the CDD's projects.

192 Mr. Chip Skinner outlined the items in the landscape maintenance proposal for the
193 Board's consideration. In response to a question, he stated 23% of the total cost will be covered
194 by Boggy Branch CDD.

195

196 **On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor,**
197 **the CSS Landscape Maintenance Proposal for maintenance of Phase 1A,**
198 **Current Boulevard entrance, Generations Avenue, Pond 1A, Pond D, Phase 1B**
199 **and Pond G, in the amount of \$116,400, was approved.**

200

201

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

203 **I. Update: JEA Water Usage**

204 This item was not addressed.

205 **II. NEXT MEETING DATE: February 13, 2024 at 9:30 a.m.**

206 ○ **QUORUM CHECK**

207 All Supervisors, except Mr. Eyrick, confirmed their attendance at the February 13, 2024
208 meeting.

209

210 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

211

212 There were no Board Members' comments or requests.

213

214 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

215

216 No members of the public spoke.

217

218 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

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221 **On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor,**
222 **the meeting adjourned at 10:58 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

229
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232
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234

Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

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