

RYALS CREEK

**COMMUNITY DEVELOPMENT
DISTRICT**

October 8, 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

October 1, 2024

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on October 8, 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. Update: Construction Account Activity
4. Discussion: Inclusion of Additional Property Into the CDD
5. Consideration of Aquagenix Pond Maintenance Proposal [Pond D]
6. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
7. Ratification Items
 - A. ETM Proposal for Design of Seven Pines - Buckfield Circle - Phase 2
 - B. ESC of Florida, LLC Change Order for Additional Studies Related to Stillwood Pines Phase II and NST Permit Approval
8. Acceptance of Unaudited Financial Statements as of August 31, 2024
9. Approval of July 9, 2024 Public Hearing and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS

- November 5, 2024 at 9:00 AM [Landowners' Meeting]
- November 12, 2024 at 9:30 AM [Regular Meeting]

- QUORUM CHECK

SEAT 1	J MALCOM JONES, III	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RILEY SKINNER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	CHIP SKINNER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	DAVIS SKINNER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	CHRIS EYRICK	☐ IN PERSON	☐ PHONE	☐ NO

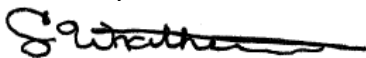
11. Board Members' Comments/Request

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

**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		<u>1,932,779.82</u>

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	<u>(154,497.08)</u>
Balance			(1,932,779.82)

Interlocal agreement funding still to be received

-

Presented to Trustee (awaiting verification)

Balance -

In circulation (awaiting funding)

Balance -

Total interlocal funding available (excluding Rentaiage 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	<u>218,741.12</u>
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
5/3/2024			15581.27	
5/31/2024				
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
5/3/2024	TMA Trip Revenue	15,581.27
5/31/2024	TMA Trip Revenue	53,580.09
7/12/2024	TMA Trip Revenue	25,214.16
7/12/2024	TMA Trip Revenue	25,214.16
7/26/2024	TMA Trip Revenue	31,517.73
7/26/2024	TMA Trip Revenue	40,973.01
8/22/2024	Transfer funds to Phase 2 as account is closed	(5,717,303.03)
9/19/2024	Transfer to cover Requisition #141	132,318.50

Total Construction Funds

10,501,340.78

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)
4/16/2024	137	Construction Specialties of North Florida	(39,900.01)
6/20/2024	138	ECS of Florida	(4,100.00)
8/22/2024	139	England, Thims & Miller	(21,404.08)
8/22/2024	140	Vallencourt Construction Company, Inc.	(679,682.60)
9/19/2024	141	CSS Landcaping, Inc.	(132,318.50)
Balance			(10,501,340.78)

Total Cash Available (Excluding Retainage Payable)

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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)	
8/20/2024	140	Vallencourt Construction Company, Inc.	547,324.74	
Balance				0.00

Total Available/(Shortfall): Assuming all Obligations Paid**\$ 0.00**

*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 CDD
CONSTRUCTION ACCOUNT ACTIVITY
CONSTRUCTION DRAWS - PHASE 2**

Funds received

8/22/2024	Initial Construction Funds - Transfer from Phase 1	\$ 5,717,303.03	
8/30/2024	TMA Trip Revenue	25,214.18	
8/30/2024	TMA Trip Revenue	<u>6,303.54</u>	
Total Construction Funds			5,748,820.75

Requisitions:

Date	Requisition #	Payee	Amount	
Payment verified				
9/16/2024	1001	Vallencourt Construction Company, Inc.	(2,441,418.88)	
9/16/2024	1003	Ferguson Waterworks	(49,479.78)	
9/16/2024	1004	Rinker Materials	(63,764.40)	
9/19/2024		Transfer to cover Requisition #141	<u>(132,318.50)</u>	
Balance				(2,686,981.56)

Total Cash Available (Excluding Retainage Payable)	<u>3,061,839.19</u>
---	----------------------------

Retainage Payable

9/16/2024	1001	Vallencourt Construction Company, Inc.	<u>(128,495.72)</u>	
Balance				(128,495.72)

Total Available/(Shortfall): Assuming all Obligations Paid	<u><u>\$ 2,933,343.47</u></u>
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RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

Memorandum

To: Board of Supervisors

From: District Management

Date: October 8, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

September 18, 2024

A. Chester Skinner, III, President
Sawmill Timber, LLC
2963 Dupont Ave.
Jacksonville, Florida 32217

**Reference: Seven Pines - Buckfield Circle Phase 2
ETM No. 19-115-12-02**

Dear Mr. Skinner:

Pursuant to your request, England, Thims & Miller, Inc. (ETM) is pleased to submit a fee proposal for engineering services related to Phase 2 of Buckfield Circle that will be designed per City of Jacksonville standards and dedicated to COJ. The proposed extension is located with the Seven Pines Development located at J. Turner Butler Boulevard and I-295 in Jacksonville, Florida. Our scope of work and fee schedule is as follows:

Task 1	Final Road Alignment and Typical Section ETM proposes to provide final alignment and design in coordination with master utility/drainage/grading for the surrounding areas to include the future Village Center development. This will include any required pre-design meetings with the permitting agencies. <i>Lump Sum Fee</i> \$13,500.00
Task 2	COJ PUD Verification The proposed development is within an existing PUD. ETM will submit the required documents to the City of Jacksonville for verification that the proposed development meets the PUD requirements. <i>Lump Sum Fee</i> \$5,850.00
Task 3	Final Road Engineering Design This work effort includes the preparation of the final stormwater and construction documents in accordance with the City of Jacksonville and St. Johns River Water Management District. ETM will coordinate the proposed infrastructure improvements with the Village Center development needs. <i>Lump Sum Fee</i> \$108,000.00
Task 4	Utility Design This work includes the extension of water, sewer and reuse main within the proposed right of way. Task also includes the design of the 30-inch reuse main. ETM will also coordinate final utility services for the future single family lots within Phase 3 and the Village Center development needs. <i>Lump Sum Fee</i> \$50,400.00



Reference *Seven Pines-Buckfield Circle Extension*
ETM No. 19-115-12-02

Task 5 Permit Coordination

This task includes preparation, submittals, and review coordination of the following permits.

1. City of Jacksonville 10-set Review
Lump Sum Fee.....**\$9,000.00**
2. St. Johns River Water Management District
Lump Sum Fee **\$4,680.00**
3. JEA Water and Sewer Plan Review
Lump Sum Fee **\$6,750.00**
4. FDEP Water and Sewer Permitting
Lump Sum Fee **\$2,880.00**

Task 6 Streetscape Design

ETM will work closely with the Client to develop a streetscape design for the proposed access road in keeping with the overall theming and character of the Seven Pines Project. As part of this task, ETM will refine the site plan to include hardscape elements and define public and pedestrian spaces to enhance the sense of place for the project. Design elements will include hardscape, landscape, and irrigation design for the proposed access road. Overall design and material selections will be prepared in concert with the project team to develop high-quality and functional external spaces. Streetscape design will include:

Schematic Design:

Based on the approved final site plan, ETM will prepare schematic design plans, which will graphically describe the hardscape and landscape character proposed for the project. This design will include components such as: sidewalk layout, streetscape enhancements, crosswalks, pavers, bollards, planters, and site furnishings.

Design Development Drawings:

ETM will prepare design development documents for the site components approved during the schematic design phase including; hardscape finishes, general layout of landscape areas including selection of plant palette, and site furnishings.

ETM will diagrammatically depict the location of all pedestrian area lights and landscape lighting for coordination purposes. Location, quantities and specifications of light fixtures will be provided by the lighting designer and the electrical engineer.

Hardscape Construction Documents:

Following approval of the design development drawings from the Client/Owner, ETM will prepare landscape construction documents and specifications for the site components as described therein. These construction drawings will be used for permitting, bidding, and construction.

Reference *Seven Pines-Buckfield Circle Extension*
ETM No. 19-115-12-02

Our services do not include outside consultants such as architectural, structural, electrical and plumbing. The owner and its subconsultants will provide construction documents and specifications for all other architectural components, and waterproofing, structural, electrical and plumbing design services as needed.

Lump Sum Fee..... **\$38,700.00**

Task 7 Dry Utility Coordination

ETM will coordinate with AT&T, Comcast, Teco, and JEA Electric to serve the proposed development.

Lump Sum Fee..... **\$9,000.00**

Task 8 Photometric Design

ETM will prepare a photometric design for the proposed site. This design will conform with the overall master development and meet City of Jacksonville requirements.

Lump Sum Fee..... **\$9,180.00**

Task 9 Survey Platting Services

A. Boundary Survey:

Prepare a Florida Standards of Practice Boundary Survey to be submitted with the plat submittal.

B. Plat Sheet Preparation:

Production of the plat document with easement title review to be recorded in accordance with state and county specifications.

C. Permanent Reference Monuments:

Placement of permanent reference monuments at all changes in direction along the perimeter property line in accordance with state and county specifications. (One time only).

D. Permanent Control Points:

Placement of Permanent Control Points in the right-of-way centerlines following the final paving of roadways (One time only).

Lump Sum Fee..... **\$18,765.00**

Task 10 Plat Recordation

Submittal and facilitation of the recordation process with the City of Jacksonville. Application, Recording and Bonding fees are not included in this task and are the responsibility of the client.

Hourly Rates, Estimated Fee..... **\$10,000.00**

Task 11 Horizontal and Vertical Control if needed

Establish horizontal and/or vertical control on site for construction purposes after site has been timbered.

Hourly Rates, Estimated Fee **\$2,900.00**

Task 12 Off-Site Easements if needed

Prepare legal descriptions with accompanying sketches for proposed off-site utility easements.

Hourly Rates, Estimated Fee..... **\$2,500.00**

Reference *Seven Pines-Buckfield Circle Extension*
ETM No. 19-115-12-02

Task 13 Easement Facilitation if needed
Coordinate and facilitate processing of easements through JEA. Recording fees are not included in this scope and are the responsibility of the client.
Hourly Rates, Estimated Fee..... \$2,500.00

The fee schedule outlined above represents a one-time execution of tasks, any changes to the original design that would require platting revisions or additional field staking will be deemed as additional services billable hourly.

EXPENSES

Costs such as printing, telephone, delivery service, mileage, and travel shall be invoiced at direct costs plus 15%.

Reference Seven Pines-Buckfield Circle Extension
ETM No. 19-115-12-02

FEE SUMMARY

	TASK DESCRIPTION	LUMP SUM FEE	HOURLY
TASK 1	Final Road Alignment and Typical Section	\$13,500.00	
TASK 2	COJ PUD Verification	\$5,850.00	
TASK 3	Final Road Engineering Design	\$108,000.00	
TASK 4	Utility Design	\$50,400.00	
TASK 5	Permit Coordination		
	1. City of Jacksonville 10-set Review	\$9,000.00	
	2. SJRWMD	\$4,680.00	
	3. JEA Water and Sewer	\$6,750.00	
	4. FDEP Water and Sewer Permitting	\$2,880.00	
TASK 6	Streetscape Design	\$38,700.00	
TASK 7	Dry Utility Coordination	\$9,000.00	
TASK 8	Photometric Design	\$9,180.00	
TASK 9	Survey Platting Services	\$18,765.00	
TASK 10	Plat Recordation		\$10,000.00
TASK 11	Horizontal and Vertical Control (if needed)		\$2,900.00
TASK 12	Off-site Easements (if needed)		\$2,500.00
TASK 13	Easement Facilitation (if needed)		\$2,500.00
	SUB-TOTAL	\$276,705.00	\$17,900.00
	TOTAL	\$294,605.00	

Reference *Seven Pines-Buckfield Circle Extension*
ETM No. 19-115-12-02

EXCLUDED ITEMS

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Geotechnical Investigation
- Material Testing
- Jurisdictional Wetland Delineation
- Construction Staking
- Retaining Wall Design
- Grease Trap Design
- Traffic Study
- Permit Fees
- Groundwater Modeling
- Mitigation Area Design
- Site Electric Design
- Site Communication Design
- Streetscape Design (Benches, Receptacles, etc.)
- As-Built Surveys
- Fire Pump Design
- Full-Time Construction Administration
- FEMA CLOMR-F and LOMR-F Application

Reference *Seven Pines-Buckfield Circle Extension*
ETM No. 19-115-12-02

ETM SURVEYING & MAPPING, INC.

HOURLY FEE SCHEDULE - 2024

Principal Surveyor.....	\$260.00	/Hr.
Senior Surveyor /Senior Project Manager.....	\$221.00	/Hr.
Senior Director.....	\$260.00	/Hr.
Director.....	\$208.00	/Hr.
SUE Coordinator.....	\$169.00	/Hr.
Project Surveyor.....	\$175.00	/Hr.
Project Manager – Survey.....	\$160.00	/Hr.
Associate Project Manager – Survey.....	\$108.00	/Hr.
Survey CADD Technician.....	\$136.00	/Hr.
Field Supervisor.....	\$151.00	/Hr.
Survey Intern.....	\$151.00	/Hr.
Administrative Support.....	\$95.00	/Hr.
SUE Technician.....	\$131.00	/Hr.
Survey Field Crew.....	\$225.00	/Hr.
Utility Designation Crew.....	\$215.00	/Hr.
SUE Locate Field Crew.....	\$250.00	/Hole
Soft Hole (local-per hole, min. 5 holes).....	\$500.00	/Hole
Hard Hole (local-per hole, min. 5 holes).....	\$600.00	/Hole

*ETM Survey's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Revised December 22, 2023

Reference *Seven Pines-Buckfield Circle Extension*
ETM No. 19-115-12-02

GENERAL CONDITIONS

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

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

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of each calendar year.

If a Retainer Fee is requested, the retainer amount will be returned to the Client after the final billing cycle once all invoices have been paid in full. Should the Client default on payment or there is an outstanding balance on the Client's account after the final invoice has been paid, the retainer will be used to pay the remaining invoice balance, with the retainer balance being returned to the Client once all ETM expenses have been paid in full.

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

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

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

During the project design, ETM shall examine current codes and standards and shall use professional skill and care to design Project to meet the requirements of current codes and standards identified as applicable to the Project. ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards.

CERTIFICATE OF MERIT - Client shall make no claim (whether directly or in the form of a third-party claim) against ETM unless Client has first provided ETM 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 initiation of any judicial proceeding by Client and shall be provided to ETM within thirty (30) days prior to the initiation of such judicial proceedings.

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

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

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

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

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

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM. The Client does agree and warrant to hold ETM harmless for any such unauthorized use and to diligently defend and indemnify ETM from all claims, damages, and expenses against ETM resulting out of said unauthorized use.

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

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

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

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

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

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

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

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for 45 days from the date of the attached proposal.

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

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

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

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

Reference Seven Pines-Buckfield Circle Extension
ETM No. 19-115-12-02

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

Terms, fees, and conditions are valid for 45 days from the date of this proposal.

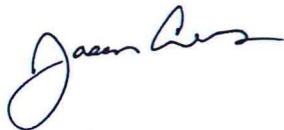
If you should have any questions or require additional information, please contact Jason Crews at (904) 376-6291 or by email at CrewsJ@etminc.com. Thank you for this opportunity to be of professional service.

Sincerely,

England-Thims & Miller, Inc.



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



Jason Crews
Vice President, Client Relations/Shareholder

KPM/JC/aj

Accepted this 18th day
of SEPTEMBER, 2024
By: A. Chester Skinner III
For: Rydus Creek CDD

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B



ECS FLORIDA, LLC

Geotechnical • Construction Materials • Environmental • Facilities

CHANGE ORDER

To:	Mr. Chip Skinner	Date:	July 25, 2024
Address:	Ryals Creek CDD		
	2963 Dupont Avenue, Suite 2	ECS Project No.:	35:34949
	Jacksonville, Florida 32217	Project Name:	Stillwood Pines Boulevard
Subcontract/PO No.:			Phase 2 - SMF E
Change Order No.:	01	Client ID:	Q460

1. CHANGE IDENTIFICATION: The following changes are hereby made to the above-referenced Subcontract/Purchase Order: As requested, we will provide a revised drawdown analysis for SMF E. We will also perform a berm stability analysis for SMF-E. The results of the analyses will be provided in a revised copy of the geotechnical letter report.

2. ADJUSTMENT TO SUBCONTRACT/PURCHASE ORDER AMOUNT: As consideration for the change(s) identified in Section 1, the Subcontract/Purchase Order Amount is increased / decreased by:

One Thousand Two Hundred Fifty and 00/100	DOLLARS	\$1,250.00
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Original Subcontract/Purchase Order Amount: \$ 4,100.00

Net of Previous Change Orders

No. 1 through No. ____: \$ 0.00

Subcontract/Purchase Order Amount before
this Change Order \$ 4,100.00

The Amount of this Change Order: \$ 1,250.00

Revised Subcontract/Purchase Order Amount: \$ 5,350.00

EXCEPT AS EXPRESSLY MODIFIED HEREIN, THE TERMS AND CONDITIONS OF THE SUBCONTRACT/PURCHASE ORDER REMAIN UNCHANGED.

CONTRACTOR

By: A.C. Skinner 7/30/24
(Signature) (Date)
A.C. SKINNER, CHAIR
(Printed Name) Ryals Creek CDD

SUBCONTRACTOR

ECS Florida, LLC

By: T. Redrick 07/25/2024
(Signature) (Date)
Tess A. Redrick, E.I.
(Printed Name)
And By: J.P.
(Signature)
Jared Pitts, P.E.
(Printed Name)

11554 DAVIS CREEK COURT, JACKSONVILLE, FL 32256 • T: 904-880-0960

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP

ECS New York Engineering, PLLC - An Associate of ECS Group of Companies www.ecslimited.com

"ONE FIRM, ONE MISSION"

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2024**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2024**

	General Fund	Capital Projects Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 143,272	\$ 132,318	\$5,616,503	\$ 275,590
Total assets	<u>\$ 143,272</u>	<u>\$ 132,318</u>	<u>\$5,616,503</u>	<u>\$ 275,590</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 213	\$ -	\$ -	\$ 213
Due to Landowner	27,874	-	-	27,874
Accrued taxes payable	168	-	-	168
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>34,255</u>	<u>-</u>	<u>-</u>	<u>34,255</u>
Fund balances:				
Restricted for:				
Capital projects	-	132,318	5,616,503	132,318
Unassigned	109,017	-	-	109,017
Total fund balances	<u>109,017</u>	<u>132,318</u>	<u>5,616,503</u>	<u>241,335</u>
Total liabilities and fund balances	<u>\$ 143,272</u>	<u>\$ 132,318</u>	<u>\$5,616,503</u>	<u>\$ 275,590</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 48,329	\$ 48,329	100%
Assessment levy: off-roll	-	264,851	264,851	100%
Interlocal - Boggy Branch CDD	-	64,635	64,635	100%
Total revenues	-	377,815	377,815	100%
EXPENDITURES				
Professional & administrative				
Supervisors (includes FICA)	-	4,952	5,000	99%
District engineer	1,976	15,093	10,000	151%
District counsel	481	11,497	25,000	46%
District management	3,000	33,000	36,000	92%
Printing & binding	42	458	500	92%
Legal advertising	-	438	1,500	29%
Postage	13	13	500	3%
Audit	-	3,100	3,575	87%
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	-	246	500	49%
Total professional & administrative	5,512	75,672	89,665	84%
Field operations - Shared¹				
Field management	500	4,600	6,000	77%
O&M accounting	284	3,117	3,400	92%
Stormwater management	900	4,950	10,000	50%
Stormwater treatment & monitoring	-	-	7,500	0%
Irrigation/reclaim	15,870	49,559	64,000	77%
Landscape				
Plant replacement	-	5,453	2,500	218%
Irrigation repairs	2,500	8,732	5,000	175%
Phase 1A	13,900	70,600	45,500	155%
Phase 1A mulch	11,050	11,050	23,000	48%
Phase 1B	4,000	16,950	38,500	44%
Phase 1B mulch	17,875	17,875	20,000	89%
Pond mowing (pond d)	1,500	9,000	10,000	90%
Landscape buckfield circle	1,900	2,850	15,000	19%
Roadway maintenance	400	19,856	25,000	79%
Miscellaneous contingency	-	-	10,000	0%
Total field operations	70,679	224,592	285,400	79%

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 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	76,191	301,956	376,827	80%
Excess/(deficiency) of revenues over/(under) expenditures	(76,191)	75,859	988	
Fund balances - beginning	185,208	33,158	5,806	
Fund balances - ending	<u>\$ 109,017</u>	<u>\$ 109,017</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 AUGUST 31, 2024**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 1,650,000
TMA trip revenue	-	1,352,228
Total revenues	<u>-</u>	<u>3,002,228</u>
EXPENDITURES		
Capital outlay	<u>153,762</u>	<u>311,645</u>
Total expenditures	<u>153,762</u>	<u>311,645</u>
Excess/(deficiency) of revenues over/(under) expenditures	(153,762)	2,690,583
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>(5,584,985)</u>	<u>(5,584,985)</u>
Total other financing sources/(uses)	<u>(5,584,985)</u>	<u>(5,584,985)</u>
Net change in fund balances	(5,738,747)	(2,894,402)
Fund balances - beginning	<u>5,871,065</u>	<u>3,026,720</u>
Fund balances - ending	<u><u>\$ 132,318</u></u>	<u><u>\$ 132,318</u></u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND PHASE 2
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year To Date
REVENUES		
TMA trip revenue	\$ 31,518	\$ 31,518
Total revenues	<u>31,518</u>	<u>31,518</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	31,518	31,518
OTHER FINANCING SOURCES/(USES)		
Transfer in	5,584,985	5,584,985
Total other financing sources/(uses)	<u>5,584,985</u>	<u>5,584,985</u>
Net change in fund balances	5,616,503	5,616,503
Fund balances - beginning	-	-
Fund balances - ending	<u><u>\$ 5,616,503</u></u>	<u><u>\$ 5,616,503</u></u>

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Ryals Creek Community Development District held a Public Hearing and Regular Meeting on July 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:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:36 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Update: Construction Account Activity

Mr. Torres presented the monthly Construction Account Activity Report, which is included for informational purposes.

In response to a question regarding the reason for the delay in dispersing the retainage, Mr. Hall stated everything is complete, everything has been accepted by the City and there are no outstanding items in 1A and 1B; Staff is awaiting the final retainage invoice. Mr. Chip Skinner asked Staff to check on the retainage, close out this project and move the balance into a new account to commence Phase 2 of the roadway so as to keep up with those costs separately.

Discussion ensued regarding construction draws, the Phase 2 Road Project, shifting leftover funds into a new account, a new funding agreement and a total interlocal funding amount of \$69,161.36 listed on Page 1 of the construction activity.

Mr. Torres will ask Accounting about the interlocal funding amount and the retainage invoice and report his findings at the next meeting.

FOURTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget****A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented Resolution 2024-05. He reviewed the proposed Fiscal Year 2025 budget. Mr. Chip Skinner had the following comments:

➤ His staff asked if the “Maintenance & repairs” and “Miscellaneous contingency” line items can be combined, with all funds placed under the “Maintenance & repairs” category.

➤ He asked for a definition of “DOT repairs & maintenance” to be included in the definition section; it is essentially the cost of maintaining land owned by the Department of Transportation (DOT) at the entrance to Southern Pines.

➤ On Page 5, “Kerman Blvd Entry” should be changed to “Kernan Blvd Entry”.

Discussion ensued regarding combining landscaping items, the billing from CSS and avoiding mis-codings on the financials.

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

No affected property owners or members of the public spoke.

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

Mr. Chip Skinner asked to eliminate the "DOT repairs & maintenance" line item and move the \$15,000 under the "Kernan Blvd Entry" line item.

Mr. Torres stated the "DOT repairs & maintenance" line item will be eliminated and \$15,000 will be added to the "Kernan Blvd Entry" line item and a new definition for "Maintenance of DOT lands – entrance to Southern Pines" will be inserted/created.

On MOTION by Mr. Riley Skinner and seconded by Mr. Davis Skinner, with all in favor, Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2024-06. This Resolution enables the collection and enforcement of special assessments utilizing the services of the Property Appraiser and Tax Collector. A minor typographical error in the Resolution will be corrected.

On MOTION by Mr. Davis Skinner and seconded by Mr. Chip Skinner, with all in favor, Resolution 2024-06, as amended to correct typographical errors, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended

September 30, 2023, Prepared by Berger,
Toombs, Elam, Gaines & Frank

Mr. Torres presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-07,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2023

On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor, Resolution 2024-07, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of May 31, 2024

On MOTION by Mr. Eyrick and seconded by Mr. Riley Skinner, with all in favor, the Unaudited Financial Statements as of May 31, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of Minutes

- A. April 9, 2024 Regular Meeting
- B. April 17, 2024 Continued Regular Meeting

On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor, the April 9, 2024 Regular Meeting and April 17, 2024 Continued Regular Meeting Minutes, both as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock, LLP
There was no report.
- B. District Engineer: England-Thims & Miller, Inc.
Mr. Hall reported the following:

➤ He is working with Vallencourt on Phase 2. A meeting is scheduled for tomorrow to go over any questions they have. Staff will keep the Board updated.

➤ Vallencourt is proceeding with the Acro Bridge repairs related to the concerns with the trail route crossing.

Asked for an update on the bridge repairs, Mr. Hall stated that Vallencourt will install a new bolted-together bridge over the existing bridge, with additional supports to stabilize it. There is no additional cost for this contingency item.

Discussion ensued regarding the bridge wall material, JEA lift station redesign, a maintenance agreement and the upcoming Vallencourt meeting.

Mr. Hall will ask Vallencourt to send two samples of the decorative bridge wall to the CDD and ask about the JEA lift station redesign and report his findings at the next meeting.

Mr. Chip Skinner asked Ms. Buchanan to assist in transferring two small parcels from Saw Mill Timber into the CDD. Ms. Buchanan stated this can be done in between meetings and ratified at the next meeting.

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

- **0 Registered Voters in District as of April 15, 2024**
- **NEXT MEETING DATE: August 13, 2024 at 9:30 AM**
 - **QUORUM CHECK**

The August meeting will be canceled.

All Supervisors confirmed their attendance at the September 10, 2024 meeting.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Discussion ensued regarding the location of the two parcels that will be transferred and the City's tax rolls.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Davis Skinner and seconded by Mr. Chip Skinner, with all in favor, the meeting adjourned at 10:18 a.m.

188
189
190
191
192
193

Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258</i>		
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