

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

April 10, 2025

BOARD OF SUPERVISORS

SPECIAL 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 3, 2025

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

ATTENDEES:

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

Note: Meeting Time and Location

The Board of Supervisors of the Ryals Creek Community Development District will hold a Special Meeting on April 10, 2025 at 4:00 p.m., at the office of Skinner Bros. Realty, 2963 Dupont Ave, Jacksonville, Florida 32217. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments *(3 Minutes Per Speaker)*
3. Update: Construction Account Activity
4. Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2026; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date
5. Presentation of Engineer's Report for Stillwood Pines Boulevard
6. Presentation of 2025 Project Special Assessment Methodology Report
7. Consideration of Resolution 2025-04, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of This Resolution
8. Consideration of Resolution 2025-05, Setting a Public Hearing to be Held on May 13, 2025, at 9:30 A.M. at 14775 Old St. Augustine Road, Jacksonville, FL 32258, for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Ryals Creek Community Development District in Accordance with Chapters 170, 190 And 197, Florida Statutes

9. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
10. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
11. Consideration of Construction Funding Agreement
12. Acceptance of Unaudited Financial Statements as of February 28, 2025
13. Approval of March 18, 2025 Regular Meeting Minutes
14. 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 13, 2025 at 9:30 AM

○ 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

15. Board Members' Comments/Request
16. Public Comments
17. 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 (904) 295-5714.

Sincerely,



Ernesto Torres
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

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**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	6,303.54	
10/11/2024	TMA Trip Revenue	22,062.41	
11/1/2024	TMA Trip Revenue	3,151.77	
11/13/2024	TMA Trip Revenue	5,467,340.98	
12/31/2024	Interest	518.84	
1/14/2025	TMA Trip Revenue	8,778,796.00	
1/31/2025	Interest	7,876.83	
2/3/2025	Service Charge	(75.00)	
2/20/2025	Outgoing wire fee	(12.00)	
2/28/2025	Interest	20,528.29	
Total Construction Funds			20,049,008.87

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	(132,318.50)
10/7/2024	1005	England-Thims & Miller, Inc.	(12,260.00)
10/7/2024	1006	Leesburg Concrete Co., Inc.	(17,255.90)
10/7/2024	1007	Rinker Materials	(184,328.53)
10/7/2024	1008	Ferguson Waterworks	(500,867.40)
10/7/2024	1009	Ferguson Waterworks	(222,638.00)
10/7/2024	1010	Vallencourt Construction Company, Inc.	(963,832.69)
11/22/2024	1014	Vallencourt Construction Company, Inc.	(1,161,632.95)
12/23/2024	1011	Rinker Materials	(211,247.50)
12/23/2024	1012	Rinker Materials	(632,127.45)
12/23/2024	1013	Ferguson Waterworks	(209,341.41)
12/23/2024	1015	England-Thims & Miller, Inc.	(34,000.00)
12/23/2024	1016	Rinker Materials	(341,781.53)
12/23/2024	1017	Ferguson Waterworks	(128,959.20)
12/23/2024	1018	Rinker Materials	(101,840.83)
12/23/2024	1019	Rinker Materials	(224,280.40)
12/23/2024	1020	Ferguson Waterworks	(409,481.00)
12/23/2024	1021	Rinker Materials	(213,160.40)
12/23/2024	1022	Ferguson Waterworks	(137,857.60)
12/23/2024	1023	Vallencourt Construction Company, Inc.	(2,218,415.36)
12/23/2024	1024	Rinker Materials	(281,551.78)
12/23/2024	1025	Rinker Materials	(347,534.42)
1/16/2025	1023	Vallencourt Construction Company, Inc.	(34,558.27)
1/16/2025	1027	Rinker Materials	(261,140.49)
1/16/2025	1029	Rinker Materials	(72,202.12)
1/16/2025	1028	ECS Florida	(1,200.00)
1/31/2025	1030	Vallencourt Construction Company, Inc.	(2,066,376.00)
2/20/2025	1031	England-Thims & Miller, Inc.	(24,876.62)
2/20/2025	1032	England-Thims & Miller, Inc.	(2,236.00)
2/20/2025	1033	England-Thims & Miller, Inc.	(52,317.78)
2/20/2025	1034	England-Thims & Miller, Inc.	(11,631.50)
2/20/2025	1035	England-Thims & Miller, Inc.	(68,140.00)
2/20/2025	1036	Leesburg Concrete Co., Inc.	(100,000.00)
2/20/2025	1037	Rinker Materials	(200,710.38)
2/20/2025	1038	The Arnold Group	(20,700.00)
Balance			(14,157,465.07)

Total Cash In Account

5,891,543.80

Presented to Trustee (awaiting verification)

Balance -

In circulation/awaiting funding (to be processed)

3/10/2025	1039	ECS Florida, LLC	(1,250.00)	
3/10/2025	1040	ECS Florida, LLC	(1,400.00)	
3/10/2025	1043	The Arnold Group	(249,770.00)	
3/10/2025	1044	Vallencourt Construction Co., Inc.	(2,465,428.21)	
3/24/2025	1045	England-Thims & Miller, Inc.	(159,879.61)	
3/20/2025	1046	Rinker Materials	(78,300.51)	
3/20/2025	1047	Vallencourt Construction Co., Inc.	(420,398.48)	
3/25/2025	1048	Econolite	(68,485.92)	
3/31/2025	1049	Vallencourt Construction Co., Inc.	<u>(11,135,699.59)</u>	
Balance				(14,580,612.32)

Total Cash Available (Excluding Retainage Payable)**(8,689,068.52)*****Retainage Payable***

9/16/2024	1001	Vallencourt Construction Company, Inc.	(128,495.72)	
9/30/2024	1010	Vallencourt Construction Company, Inc.	(50,728.03)	
11/12/2024	1014	Vallencourt Construction Company, Inc.	(61,138.59)	
12/17/2024	1023	Vallencourt Construction Company, Inc.	(118,577.55)	
1/31/2025	1030	Vallencourt Construction Company, Inc.	(108,756.64)	
3/10/2025	1044	Vallencourt Construction Company, Inc.	(129,759.43)	
3/20/2025	1046	Vallencourt Construction Company, Inc.	(22,126.23)	
3/31/2025	1049	Vallencourt Construction Company, Inc.	<u>(59,773.67)</u>	
Balance				(679,355.86)

Total Available/(Shortfall): Assuming all Obligations Paid**\$ (9,368,424.38)**

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; 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, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings 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 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2025, and pursuant to Chapter 170, Florida

Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 9:30 a.m.

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

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

5. 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 3 and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Duval County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. 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.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF APRIL, 2025.

ATTEST:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A: Proposed Budget for Fiscal Year 2026

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
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**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/29/25	Projected Through 9/30/25	Total Actual & Projected	
REVENUES					
Assessment levy: gross	\$ 69,650				\$ 77,815
Allowable discounts (4%)	(2,786)				(3,113)
Assessment levy: net	66,864	\$ 49,322	\$ 17,542	\$ 66,864	74,702
Off-roll assessments	252,848	189,651	63,197	252,848	277,859
Interlocal - Boggy Branch CDD (22.6% of O&M)	66,175	11,463	54,712	66,175	75,710
Total revenues	385,887	250,436	135,451	385,887	428,271
EXPENDITURES					
Professional & administration					
Supervisors (includes FICA)	5,310	2,799	2,511	5,310	5,310
District engineer	10,000	5,435	4,565	10,000	10,000
District counsel	25,000	3,360	21,640	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	319	1,181	1,500	1,500
Postage	500	239	261	500	500
Audit	3,575	-	3,575	3,575	3,575
Insurance - GL, POL	5,785	6,016	-	6,016	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	289	211	500	500
Tax collector	2,438	1,726	712	2,438	2,724
Total professional & admin expenditures	92,698	36,481	56,448	92,929	92,984

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2025	Actual through 2/29/25	Projected Through 9/30/25	Total Actual & Projected	Budget FY 2026
Field operations - Shared¹					
Field management	6,000	2,500	3,500	6,000	6,000
O&M accounting	3,400	1,417	1,983	3,400	3,400
Stormwater management	10,000	3,625	6,375	10,000	8,700
Stormwater treatment & monitoring	7,500	-	7,500	7,500	15,000
Irrigation/reclaim	30,000	22,242	7,758	30,000	50,000
Landscape					
Plant replacement	7,500	790	6,710	7,500	7,500
Irrigation repairs	5,000	3,699	1,301	5,000	8,000
Phase 1A	33,000	14,025	18,975	33,000	36,000
Phase 1A mulch	21,600	-	21,600	21,600	21,600
Pond 1A	15,000	6,375	8,625	15,000	16,400
Phase 1B & pond	24,000	10,200	13,800	24,000	26,200
Phase 1B mulch	31,000	-	31,000	31,000	33,000
Pond mowing (pond d)	18,000	7,650	10,350	18,000	19,700
Landscape buckfield circle	11,400	4,845	6,555	11,400	12,500
Kernan Blvd Entry	24,900	4,207	20,693	24,900	24,900
Generation avenue	16,500	7,012	9,488	16,500	18,000
Maintenance & repairs	25,000	1,380	23,620	25,000	25,000
Porter service	2,400	-	2,400	-	2,400
Total field operations	<u>292,200</u>	<u>89,967</u>	<u>202,233</u>	<u>289,800</u>	<u>334,300</u>
Total expenditures	<u>384,898</u>	<u>126,448</u>	<u>258,681</u>	<u>382,729</u>	<u>427,284</u>
Excess/(deficiency) of revenues					
over/(under) expenditures	989	204,618	(123,230)	3,158	987
Fund balances - beginning	1,461	75,609	280,227	75,609	78,767
Fund Balances - ending	<u>\$ 2,450</u>	<u>\$ 280,227</u>	<u>\$ 156,997</u>	<u>\$ 78,767</u>	<u>\$ 79,754</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 2026**

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>258,590</u>	139.69	<u>1,858.24</u>	
	348,850		\$ 2,221.58	Phase 1 cost/acre
Field operations - Shared (Boggy's' Portion)	<u>75,710</u>			
Total Expenditures	<u>\$ 424,560</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%			
Parcel 1		8.50	2,401.71	On-roll
Parcels 1-4		44.19	2,221.58	Off-roll
Parcels 5-8		108.73	363.34	Off-roll
Parcels 9&10		23.9	2,401.71	On-roll
Parcel 12&Town Center		<u>63.1</u>	2,221.58	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	2,724
.035% of Revenues - Assessment levy collected by Duval County Tax Collector's Office to process non-advalorem assessments	
Total professional & admin expenditures	92,984

**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	8,700
Twice monthly visits 15.24 acres of pond. Aquagenix contractor	
Stormwater treatment & monitoring	15,000
Irrigation/reclaim	50,000
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	7,500
Irrigation repairs	8,000
Phase 1A	36,000
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	21,600
Pond 1A	16,400
Phase 1B & pond	26,200
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	33,000
Pond mowing (pond d)	19,700
Maintenance of Lake Mary Virginia Pond and Pond D (total 15.24 acres)	
Landscape buckfield circle	12,500
Kernan Blvd Entry	24,900
Maintenance of entry way of DOT landscape at Seven Pines	
Generation avenue	18,000
DOT repairs & maintenance	-
Maintenance & repairs	25,000
Periodic repairs to roadsign, irrigation, sidewalk, pavers, lighting, entry monuments. Pressure washing and street sweeping.	
Porter service	2,400
Miscellaneous contingency	-
Total field operations	<u>334,300</u>
Total expenditures	<u><u>\$ 427,284</u></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

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**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT FOR
STILLWOOD PINES BOULEVARD**

Prepared by:

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

April 10, 2025

I. SUMMARY

The Ryals Creek Community Development District (the “District”) is a 495 acre community development located in the City of Jacksonville. Development of Phase 2 of the District is currently underway. See Exhibit A. The District now seeks to levy special assessments to fund the construction of a portion of Phase 2 of Stillwood Pines Boulevard and related costs (“2025 Project”). This Report describes the proposed 2025 Project.

The 2025 Project may be revised in the future to include additional improvements as determined and approved by the Board of Supervisors of the District, so long as such additional improvements are allowed pursuant to Chapter 190, Florida Statutes.

II. DESCRIPTION OF THE 2025 PROJECT

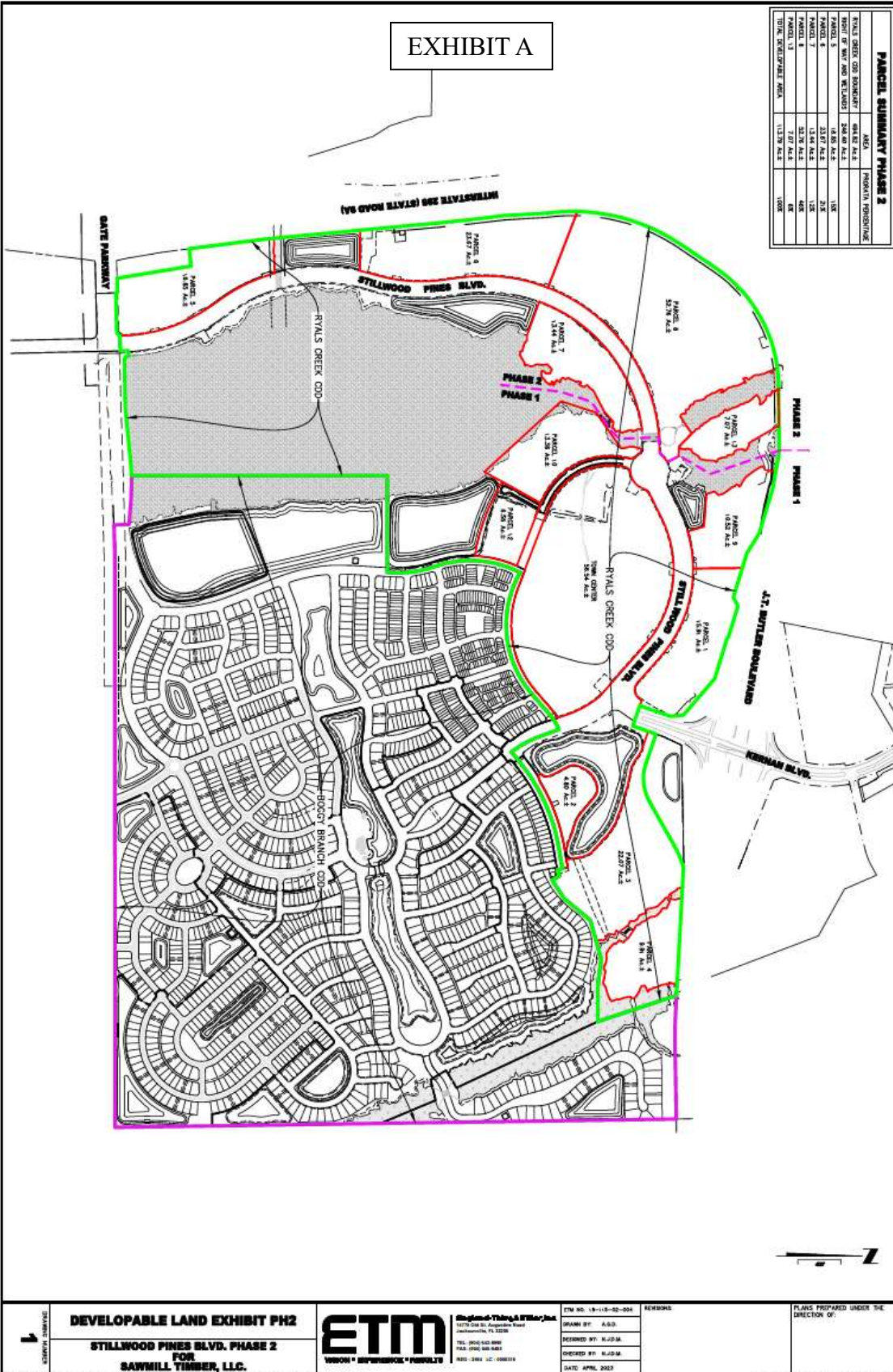
The District has previously funded Phase 1 of Stillwood Pines Boulevard. The District has also previously entered into a contract with Vallencourt Construction Co., Inc. for the construction of Phase 2 Stillwood Pines Boulevard¹ (“Phase 2 Contract”). The adjusted value of the Phase 2 Contract is \$35,648,158. As of the date of this report, \$16,875,313 has been paid towards the Phase 2 Contract, and the CDD has an estimated \$3,173,707 to apply to future pay requests (“Costs Paid from Other Sources”).

The 2025 Project includes the remaining value of the Phase 2 Contract and related expenses. Table 1 below provides an over of the estimated costs for the 2025 Project.

TABLE 1 – ESTIMATED COSTS FOR 2025 PROJECT	
IMPROVEMENT DESCRIPTION	ESTIMATED COST
1. Phase 2 Contract	\$35,648,158
a. Direct Purchase of Materials	\$6,262,858
b. Costs Paid from Other Sources	(\$20,049,020)
2. Landscaping & Hardscaping	\$1,573,540
3. Stormwater System Improvements	\$373,000
4. Contingency, Regulatory and Professional Costs	\$1,080,000
2025 PROJECT TOTAL ESTIMATED COSTS	\$24,888,536

¹ See [INSERT PLAN NAME, DATE AND REFERENCE NUMBER] for complete description of the Improvements to be constructed pursuant to the Phase 2 Contract.

EXHIBIT A



RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

2025 Project Special Assessment Methodology Report

April 10, 2025



Provided by:

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1.0 Introduction

1.1 Purpose

This This 2025 Project Special Assessment Methodology Report (the “Report”) was prepared to provide a financing plan and a special assessment methodology for the Ryals Creek Community Development District (the “District”), located within City of Jacksonville, Duval County, Florida, as related to funding the costs of certain public infrastructure improvements (the “2025 Project”) contemplated to be provided by the District to serve and benefit 113.79 +/- developable acres of land in the District (the “Phase 2”).

1.2 Scope of the Report

This Report presents the projections for funding of the District's 2025 Project described in the Ryals Creek Community Development District Engineer's Report for Stillwood Pines Boulevard prepared by England-Thims & Miller, Inc. (the “District Engineer”) and dated April 11, 2025 (the “Engineer's Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessments resulting from the provision and funding of the 2025 Project.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the 2025 Project create special benefits to parcels of land within Phase 2 that are different in kind and degree from the general benefits to the parcels of land outside of Phase 2 and to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the property within Phase 2. The District's 2025 Project enables properties within the boundaries of Phase 2 to be developed.

There is no doubt that the general public and owners of property outside of Phase 2 will benefit from the provision of the 2025 Project. However, these benefits are only incidental since the 2025 Project is designed solely to provide special benefits peculiar to property within Phase 2. Properties outside of Phase 2 are not directly served by the 2025 Project and do not depend upon the 2025 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the direct special benefits which Phase 2 properties

receive as compared to those lying outside of the boundaries of Phase 2.

The 2025 Project will provide public infrastructure improvements which are necessary in order to make the lands within Phase 2 developable and saleable. Even though the exact value of the benefits provided by the 2025 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program for the Phase 2 as proposed by the Owner, as defined below.

Section Three provides a summary of the 2025 Project as determined by the District Engineer.

Section Four discusses the funding program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Ryals Creek development (the "Development"), a master planned, mixed-use development located entirely within City of Jacksonville, Duval County, Florida. The land within the District consists of approximately 495 +/- acres and is generally located at the southeastern corner of the intersection of Interstate 295 and J. Turner Butler Boulevard.

2.2 The Development Program

The development of land in the District has already commenced and for Phase 2 is projected to be continued by Sawmill Timber, LLC or its affiliates (the "Owner"). Based upon the information provided by the Owner and the District Engineer, the land in Phase 2 will be developed into a mix of residential and non-residential land uses and due to potential for a great variety and variability in the development product mix, the District Engineer recommended that a net developable acre is utilized as a measurement of development. According to the District Engineer, Phase 2 contains 113.79 +/-

developable acres. Table 1 in the *Appendix* illustrates the parcels of land that comprise the Phase 2 and their size in developable acres.

3.0 The 2025 Project

The public infrastructure improvements proposed to be funded by the District as part of the 2025 Project are described by the District Engineer in the Engineer's Report. The 2025 Project is projected to consist of roadway construction costs for a portion of Stillwood Pines Boulevard. According to the District Engineer, the public infrastructure improvements that are part of the 2025 Project will serve and benefit the parcels of land located in Phase 2 of the District and their total cost is estimated at \$24,888,536.

The public infrastructure improvements that comprise the 2025 Project will serve and provide special benefit to all lands in Phase 2 and will comprise an interrelated system of improvements, which means all of improvements will serve the entire Phase 2 and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the 2025 Project.

4.0 Funding Program

As noted above, the District is embarking on a program of public infrastructure improvements which will facilitate the development of lands within Phase 2. At present time, the District envisions imposing and levying special assessments in the amount of \$24,888,536 (the "2025 Assessments") on parcels of land within Phase 2 and utilizing the funds raised from such imposition and levy of the 2025 Assessments as the funding for the 2025 Project. The District anticipates no additional costs of the imposition and levy and direct collection of the 2025 Assessments.

5.0 Assessment Methodology

5.1 Overview

The imposition and levy of the 2025 Assessments provides the District with funds necessary to construct/acquire the public infrastructure improvements which are part of the 2025 Project

outlined in *Section 3* and described in more detail by the District Engineer in the Engineer's Report. These public infrastructure improvements lead to special and general benefits, with special benefits accruing to the properties within Phase 2 and general benefits accruing to areas outside of Phase 2 but being only incidental in nature. The 2025 Assessments imposed in funding the 2025 Project will be paid off by assessing properties that derive special benefits from the 2025 Project. All assessable properties that receive special benefits from the 2025 Project will be assessed for their fair share of the 2025 Assessments imposed in order to fund the 2025 Project.

5.2 Benefit Allocation

According to the District Engineer, Phase 2 contains 113.79 +/- developable acres within Parcels 5, 6, 7, 8 and 13.

The public infrastructure improvements that comprise the 2025 Project will serve and provide benefit to all land in Phase 2 and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire Phase 2 and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in Phase 2 to be developable, both the improvements that comprise the 2025 Project and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within Phase 2 will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within Phase 2 and benefit all land within Phase 2 as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the 2025 Project have a logical connection to the direct special and peculiar benefits received by the assessable land within Phase 2, as without such improvements, the development of the properties within Phase 2 would not be possible. Based upon the connection between the improvements and the direct special and peculiar benefits to the land within Phase 2, the District can assign or allocate a portion of the District's 2025 Assessments to the land receiving such direct special and peculiar benefits. Even though these direct special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the pro-rata cost of the improvements necessary for that parcel, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the 2025 Project of the District is proposed to be allocated to the parcels of land within Phase 2 in proportion to their developable size in acres, where each developable acre would receive an identical number of assessment units (“Equivalent Assessment Units” or “EAUs”). Table 3 in the *Appendix* lists the parcels within Phase 2 and their developable acreage, as well as illustrates their EAU factors and the share of the ERU factors to total. Finally, Table 4 in the *Appendix* presents the apportionment of the 2025 Assessments in accordance with the EAU benefit allocation method presented in Table 3.

Amenities - No 2025 Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a property owner’s association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all developable land in Phase 2. If the common elements are owned by the District, then they would be governmental property not subject to the 2025 Assessments and would be open to the general public, subject to District rules and policies. As such, no 2025 Assessments will be assigned to the amenities and common areas.

Government Property - Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the 2025 Assessments without specific consent thereto. If at any time, any real property on which 2025 Assessments are imposed is proposed to be sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid 2025 Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning 2025 Assessments

As number of the developable acres in each parcel that is part of Phase 2 is known, the 2025 Assessments will be levied on all of the developable land in Phase 2 on a developable acre basis and thus the total 2025 Assessments in the amount of \$24,888,536 will be levied on approximately 113.79 +/- developable acres at a rate of \$218,723.40 per developable acre as reflected in Table 4 in the *Appendix*.

Transferred Property - In the event any land in Phase 2 is sold to a third party (the “Transferred Property”), the 2025 Assessments will be assigned to such Transferred Property at the time of the sale

based on the number of developable acres assigned by the Owner to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the Transferred Property will be responsible for the total 2025 Assessments applicable to the Transferred Property, regardless of the actually number of acres developed. This total 2025 Assessment is allocated to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special benefits to the assessable properties within Phase 2. The District's public infrastructure improvements benefit assessable properties within Phase 2 and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating direct special and peculiar benefits to the property within Phase 2. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2025 Project make the land in Phase 2 developable and saleable and when implemented jointly as parts of the 2025 Project, provide special benefits which are greater than the benefits of any single category of improvements. These special benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of direct special and peculiar benefits received from the improvements is delineated in Table 3 (expressed as ERU factors) in the *Appendix*.

The apportionment of the 2025 Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Phase 2 according to reasonable estimates of the special benefits derived from the 2025 Project by the parcels of land within Phase 2.

Accordingly, no acre or parcel of property within Phase 2 will be lienied for the payment of any 2025 Assessments more than the determined direct special benefit peculiar to that property.

5.6 Assessment Roll

The 2025 Assessments of \$24,888,536 are proposed to be levied over the area described in Exhibit “A”.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the 2025 Assessments related to the District’s 2025 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Owner. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Ryals Creek

Community Development District

Development Plan for Phase 2

Land Designation	Unit of Measurement	Number of Developable Acres
Parcel 5	Developable Acre	16.85
Parcel 6	Developable Acre	23.67
Parcel 7	Developable Acre	13.44
Parcel 8	Developable Acre	52.76
Parcel 13	Developable Acre	7.07
Total		113.79

Table 2

Ryals Creek

Community Development District

2025 Project Costs

Improvement Description	Total Cost
Phase 2 Contract	\$35,648,158
Direct Purchase of Materials	\$6,262,858
Less Costs Paid from Other Sources	-\$20,049,020
Landscaping & Hardscaping	\$1,573,540
Stormwater System Improvements	\$373,000
Contingency, Regulatory and Professional Costs	\$1,080,000
Total	\$24,888,536

Table 3

Ryals Creek

Community Development District

Benefit Allocation for DPSD JV1 #1 Assessment Area

Land Designation	Number of Developable Acres	EAU per Developable Acre	Total EAUs	Percent Share of Total
Parcel 5	16.85	1.00	16.85	14.8080%
Parcel 6	23.67	1.00	23.67	20.8015%
Parcel 7	13.44	1.00	13.44	11.8112%
Parcel 8	52.76	1.00	52.76	46.3661%
Parcel 13	7.07	1.00	7.07	6.2132%
Total	113.79		113.79	100.0000%

Table 4

Ryals Creek

Community Development District

2025 Assessments Apportionment

Land Designation	Number of Developable Acres	Total 2025 Assessments Apportionment	2025 Assessments Apportionment per Developable Acre
Parcel 5	16.85	\$3,685,489.34	\$218,723.40
Parcel 6	23.67	\$5,177,182.94	\$218,723.40
Parcel 7	13.44	\$2,939,642.53	\$218,723.40
Parcel 8	52.76	\$11,539,846.73	\$218,723.40
Parcel 13	7.07	\$1,546,374.46	\$218,723.40
Total	113.79	\$24,888,536.00	

Exhibit "A"

RE Number	Owner	Total 2025 Assessments Apportionment
167741-0045	Sawmill Timber, LLC	
167741-0035	Sawmill Timber, LLC	
167740 0200	Sawmill Timber, LLC	
167741-0075	Sawmill Timber, LLC	
167741-0085	Sawmill Timber, LLC	
Total		\$24,888,536.00

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the “Board”) of the Ryals Creek Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s *Engineer’s Report for Stillwood Pines Boulevard*, dated April 10, 2025, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the “Assessments”); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *2025 Project Special Assessment Methodology Report*, dated April 10, 2025, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District Records Office”); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$24,888,536 (the "Estimated Cost").
4. The Assessments will defray approximately \$24,888,536 , which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Duval County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 10th day of April, 2025.

ATTEST:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Engineer's Report, dated April 10, 2025

Exhibit B: 2025 Project Special Assessment Methodology Report, dated April 10, 2025

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON MAY 13, 2025, AT 9:30 A.M. AT 14775 OLD ST. AUGUSTINE ROAD, JACKSONVILLE, FL 32258, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Ryals Creek Community Development District (the "Board") has previously adopted Resolution 2025-04 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2025-04, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 (the "District Records Office").

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

1. There is hereby declared a public hearing to be held at 9:30 a.m. on May 13, 2025, at 14775 Old St. Augustine Road, Jacksonville, Florida 32258, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Duval County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 10th day of April, 2025.

ATTEST:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

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

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

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

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

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

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

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

PASSED AND ADOPTED this 10th day of April, 2025.

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 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025	Regular Meeting	9:30 AM
November __, 2025*	Regular Meeting	9:30 AM
December 9, 2025	Regular Meeting	9:30 AM
January 13, 2026	Regular Meeting	9:30 AM
February 10, 2026	Regular Meeting	9:30 AM
March 10, 2026	Regular Meeting	9:30 AM
April 14, 2026	Regular Meeting	9:30 AM
May 12, 2026	Regular Meeting	9:30 AM
June 9, 2026	Regular Meeting	9:30 AM
July 14, 2026	Regular Meeting	9:30 AM
August 11, 2026	Regular Meeting	9:30 AM
September 8, 2026	Regular Meeting	9:30 AM

*Exception(s)

The November meeting date is on the Veteran's Day holiday.

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Ryals Creek Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of April, 2025.

ATTEST:

**RYALS CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **04/10/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

11

**CONSTRUCTION FUNDING AGREEMENT
[TMA ROAD PHASE 2A AND 2B]**

This *Construction Funding Agreement* (“**Agreement**”) is made and entered into this 10th day of April, 2025, by and between:

Ryals Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Jacksonville, Duval County, Florida ("**District**"), and

Sawmill Timber, LLC, a Florida limited liability company, with a mailing address of 2963 Dupont Avenue, Suite 2, Jacksonville, Florida 32217 ("**Landowner**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to make perform the work identified in the contract between the District and Vallencourt Construction Co., Inc. for the TMA Road Phase 2A and 2B dated _____ ("**Work**"); and

WHEREAS, in the future, the District may access the public bond market and/or may utilize any other legally available funds ("**District Funding**") to finance the cost of the Work or other infrastructure improvements benefitting the District (collectively, "**Project**"), however the District does not currently have sufficient funds available to provide for such costs; and

WHEREAS, the Landowner accordingly desires to fund the District’s costs and expenses relative to the Work in advance of the District’s ability to secure the District Funding for such purposes, and the parties accordingly desire to enter into this Agreement relative to same.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. Landowner agrees to make available to the District such monies as are reasonably necessary to proceed with the Work prior to its receipt of District Funding for such purposes.

A. Landowner agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of

payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the Work.

B. To the extent the District does not have other available funds (excluding funds collected from operation and maintenance assessments), Landowner and the District agree that all fees, costs, or other expenses incurred by the District for the services of the District's Engineer, Counsel, Manager, or other professionals, for the Work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the Work contemplated by this Agreement.

C. The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Landowner agrees to provide funds no later than fifteen (15) days of receipt of written notification from the District Manager of the need for such funds. The parties agree that funds may be provided in advance.

E. In the event that Landowner fails to provide any such funds pursuant to this Agreement, the Landowner and the District agree the portion of the Work for which funds are presently needed may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Landowner is contingent upon Landowner's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the Work as of the date by when notice of termination is received. Landowner and District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from District Funding relative to the Project, and that within forty-five (45) days of receipt of District Funding, the District shall reimburse Landowner in full, exclusive of interest, for these advances; provided, however, that in the event the District issues tax-exempt bonds for which it plans to repay the Landowner, the District's

Bond Counsel shall first determine that any such monies are properly reimbursable from the proceeds of such bonds.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

B. If to Landowner: Sawmill Timber, LLC
2963 Dupont Avenue, Suite 2
Jacksonville, Florida 32217
Attn: Chris Skinner

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.

13. EFFECTIVE DATE. The Agreement shall be effective as of the day and year first written above and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

15. FUTURE FUNDING AGREEMENTS. The parties acknowledge that there may be additional funding agreements between the District and the Landowner in the future, and further agree that this Agreement may be amended or replaced by such other funding agreements. Both parties agree to reasonably cooperate with each other to facilitate the purpose of such funding agreements.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

SAWMILL TIMBER, LLC

Witness

By: _____
Its: _____

SAWMILL TIMBER, LLC

Witness

By: _____
Its: _____

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Capital Projects Fund Phase 2	Total Governmental Funds
ASSETS			
Cash	\$1,250,618	\$5,891,418	\$ 7,142,036
Due from Boggy Branch CDD	54,712	-	54,712
Total assets	<u>\$1,305,330</u>	<u>\$5,891,418</u>	<u>\$ 7,196,748</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 4,137	\$ -	4,137
Accounts payable On-Site	12,890	-	12,890
Retainage payable	-	467,697	467,697
Due to Landowner	27,873	-	27,873
Accrued taxes payable	121	-	121
Landowner advance	6,000	-	6,000
Total liabilities	<u>51,021</u>	<u>467,697</u>	<u>518,718</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	54,712	-	54,712
Total deferred inflows of resources	<u>54,712</u>	<u>-</u>	<u>54,712</u>
Fund balances:			
Restricted for:			
Capital projects	-	5,423,721	5,423,721
Unassigned	1,199,597	-	1,199,597
Total fund balances	<u>1,199,597</u>	<u>5,423,721</u>	<u>6,623,318</u>
Total liabilities and fund balances	<u>\$1,305,330</u>	<u>\$5,891,418</u>	<u>\$ 7,196,748</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 49,323	\$ 66,864	74%
Assessment levy: off-roll	-	126,439	252,848	50%
Interlocal - Boggy Branch CDD	11,463	11,463	66,175	17%
Miscellaneous	-	1,063,212	-	N/A
Total revenues	<u>11,463</u>	<u>1,250,437</u>	<u>385,887</u>	324%
EXPENDITURES				
Professional & administrative				
Supervisors (includes FICA)	861	2,799	5,310	53%
District engineer	-	5,435	10,000	54%
District counsel	-	3,360	25,000	13%
District management	3,000	15,000	36,000	42%
Printing & binding	42	208	500	42%
Legal advertising	-	319	1,500	21%
Postage	21	239	500	48%
Audit	-	-	3,575	0%
Insurance - GL, POL	-	6,016	5,785	104%
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	289	289	500	58%
Total professional & administrative	<u>4,213</u>	<u>34,755</u>	<u>90,260</u>	39%
Field operations - Shared¹				
Field management	500	2,500	6,000	42%
O&M accounting	283	1,417	3,400	42%
Stormwater management	725	3,625	10,000	36%
Stormwater treatment & monitoring	-	-	7,500	0%
Irrigation/reclaim	2,771	22,242	30,000	74%
Landscape				
Plant replacement	-	790	7,500	11%
Irrigation repairs	603	3,700	5,000	74%
Phase 1A	2,888	14,025	33,000	43%
Phase 1A mulch	-	-	21,600	0%
Pond 1A pond	1,312	6,375	15,000	43%
Phase 1B	2,100	10,200	24,000	43%
Phase 1B mulch	-	-	31,000	0%
Pond mowing (pond D)	1,575	7,650	18,000	43%
Landscape buckfield circle	997	4,845	11,400	43%
Kernan Blvd entry	866	4,207	24,900	17%
Generation avenue	1,444	7,012	16,500	42%
Maintenance & repairs	380	1,380	25,000	6%
Porter service	-	-	2,400	0%
Total field operations	<u>16,444</u>	<u>89,968</u>	<u>292,200</u>	31%

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
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**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector	-	1,726	2,438	71%
Total other fees & charges	-	1,726	2,438	71%
Total expenditures	20,657	126,449	384,898	33%
Excess/(deficiency) of revenues over/(under) expenditures	(9,194)	1,123,988	989	
Fund balances - beginning	1,208,791	75,609	1,461	
Fund balances - ending	<u>\$ 1,199,597</u>	<u>\$ 1,199,597</u>	<u>\$ 2,450</u>	

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND PHASE 2
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
TMA trip revenue	\$ -	\$ 14,249,289
Interest	20,528	28,924
Total revenues	<u>20,528</u>	<u>14,278,213</u>
EXPENDITURES		
Capital outlay	480,612	9,696,164
Contingencies	88	213
Total expenditures	<u>480,700</u>	<u>9,696,377</u>
Excess/(deficiency) of revenues over/(under) expenditures	(460,172)	4,581,836
Fund balances - beginning	5,883,893	841,885
Fund balances - ending	<u>\$ 5,423,721</u>	<u>\$ 5,423,721</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 Regular Meeting on March 18, 2025 at 9:00 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present:

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

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:00 a.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments (3 Minutes Per Speaker)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Update: Construction Account Activity

Mr. Torres presented the Construction Account Activity Report. He reviewed incoming revenues to be reclassified as "Interest earned" and pointed out that the Phase 2 Report is

accurate. Staff is cleaning up items related to Phase 1; once done, the Report will be updated and presented as the Phase 1 project is zeroed out.

Mr. Chip Skinner stated the Report shows that \$5.717 million was transferred from Phase 1, when Phase 1 was closed out. Other large totals of \$5.467 million and \$8.778 million represent revenues earned by the CDD through Sawmill's purchase of trips from the CDD. He believes that, while most of the trips for purchase were completed, a small number might remain. Staff is addressing some issues related to payments.

Ms. Jacobs stated some internal processes will be worked on to hopefully avoid any issues in the future.

It was noted that approximately \$2.7 million remains in the account, which will account for the retainage for Phase 2. It was noted that more funds will be needed from Sawmill Timber.

FOURTH ORDER OF BUSINESS

Consideration of Sawmill Timber, LLC Construction Funding Agreement [TMA Road Phase 2A and 2B]

Ms. Buchanan presented the Sawmill Timber, LLC Construction Funding Agreement specific to the TMA roads for Phases 2A and 2B. The Landowner would be obligated to provide funding to the CDD on an as-needed basis. To the extent that future funds come to the CDD from the sale of credits, it is anticipated that those funds would be used first. She stated that Mr. Chris Skinner asked for Paragraph 1B to be revised to add language indicating that the CDD understands that other funds that are appropriate for use will be spent first. They agreed to add the following language: "To the extent that the District does not have other available funds, excluding funds collected from Operation & Maintenance assessments, then the Landowner and District agree." She stated that any other capital project funds that might be received, such as from a sale diversion or from impact fee credit sales, are anticipated to be spent first.

Ms. Buchanan stated that the CDD is required to provide the Landowner with an accounting of the bills received and the bills paid under this Agreement. She stated that Mr. Chris Skinner asked for language to be added to Paragraph B indicating "The Landowner agrees to provide funds no later than" and a separate sentence will be added at the end to indicate

that the parties may agree to fund in advance. She and Mr. Chris Skinner also discussed allowing money to be funded on a quarterly basis or a similar method so that the CDD has funds available on which to draw to ensure timely construction payments, without necessarily submitting a monthly funding draw. The Agreement is drafted to give the Landowner flexibility to fund expenses as it wants; a minimum of 15 days would be required, after a funding request is made, for payment to be received.

Discussion ensued regarding how much remains on the contract.

Mr. Ellis will research it.

On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, the Sawmill Timber, LLC Construction Funding Agreement specific to the TMA roads for Phases 2A and 2B, in substantial form, was approved.

FIFTH ORDER OF BUSINESS

Consideration of National Stormwater Trust, Inc., Agreement for the Purchase and Installation of Smart Pond Equipment

Ms. Buchanan stated that the items in the Fifth and Sixth Orders of Business are holdover items; these were previously approved and were sent to the National Stormwater Trust, Inc. (NST) for finalization and signature. She expects signed agreements to be received this week, as the St. Johns River Water Management District (SJRWMD) requires this Agreement be completed. No action is required today.

Mr. Chip Skinner recalled that the installation cost is \$212,000 and the maintenance cost would be annual. At the last meeting, they discussed trying to extend the cost, as the NST is the sole provider. To his knowledge, the NST has not yet agreed to the terms.

SIXTH ORDER OF BUSINESS

Consideration of National Stormwater Trust, Inc., Agreement for Smart Pond Maintenance and Monitoring Services

This item was discussed during the Fifth Order of Business.

SEVENTH ORDER OF BUSINESS**Consideration of Vallencourt Construction Company, Inc. Change Order Request - ODP for Pipe and Structures [Stillwood Pines, Phase 2]**

Mr. Torres presented the Vallencourt Construction Company, Inc. Change Order Request - ODP for Pipe and Structures for Stillwood Pines, Phase 2. The Change Order is for \$302,000 in tax savings related to a direct purchase of two items.

Discussion ensued regarding the Change Order in the agenda, direct purchase removals from the Vallencourt contract and the scope of work associated with updates to the drainage system related to taking out the Arrowhead pond and using the NST pond, which will require the pipe to be upsized and includes changing from the original plans to the new pipe system.

Discussion ensued regarding the Change Order in the agenda, backup provided, total project costs of \$35 million and total deductive change order amounts.

It was noted that the Change Order should reflect \$302,000 in tax savings and a little more than \$5 million in deductive Change Orders for the actual materials.

Mr. Torres noted that the Change Order, as presented, is only an ODP Change Order, it does not reflect the upsizing mentioned.

The consensus was that the backup is correct. A future Change Order will be submitted for the additional scope of work related to the pipe system upsizing.

On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor, the Vallencourt Construction Company, Inc. Change Order Request - ODP for Pipe and Structures for Stillwood Pines, Phase 2, was approved.

EIGHTH ORDER OF BUSINESS**Ratification of Vallencourt Construction Company, Inc. Change Order 003 [Buckfield Pond Spillway]**

Mr. Torres presented Vallencourt Construction Company, Inc. Change Order 003 for the Buckfield Pond Spillway.

On MOTION by Mr. Eyrick and seconded by Mr. Riley Skinner, with all in favor, Vallencourt Construction Company, Inc. Change Order 003 for the Buckfield Pond Spillway, was ratified.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of January 31, 2025**

Discussion ensued regarding the proposed Fiscal Year 2026 budget.

The consensus was to present the proposed Fiscal Year 2026 budget at the April 8, 2025 meeting and adopt the budget at the June 1, 2025 meeting.

On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

TENTH ORDER OF BUSINESS**Approval of January 14, 2025 Regular Meeting Minutes**

On MOTION by Mr. Chip Skinner and seconded by Mr. Riley Skinner, with all in favor, the January 14, 2025 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock, LLP**

There was no report.

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

Mr. Ellis reported the following:

- The Change Order revision expected from Vallencourt will be forwarded when received.
- The 9x12 box culvert extension is complete. All existing riprap was dug out. Vallencourt is filtering through the boulders, which will be reused due to the quality of the product. The tie in to the existing box culvert will be redone and wingwalls will be installed.
- The storm drain is installed except between Stations 141 and 156.

170 ➤ Most of the sleeves are already in 2B and the rest of the project is continuing with
171 sleeves.

172 ➤ The comp storage was paused, as the Stillwood village area must be cleared first.

173 ➤ The mainline sewer is 100% complete, except for punchout work.

174 ➤ All the force mains are in the ground; air release valve installations are pending.

175 ➤ Water and reuse were installed everywhere except between Stations 141 and 156, as a
176 storm drain must be installed first.

177 ➤ Earthwork is slightly over 85% complete. When the other storm drain is installed,
178 additional fill will be created.

179 ➤ Half of the weir is poured and complete in the comp storage.

180 ➤ The Florida Department of Transportation (FDOT) swale is complete; as-built
181 information is being collected and the closeout package is being prepared to close the permit.

182 ➤ Lift stations are built all the way to the top now. Top slabs are being adjusted, slabs are
183 filled and a riser is expected for one lift station.

184 Discussion ensued regarding construction progress, time to completion, various scopes
185 of work and the possibility that work will be finished ahead of schedule.

186 ➤ Vallencourt started the clearing for Stillwood Village.

187 Discussion ensued regarding the \$4.6 million estimate and the contingency and
188 unsuitables.

189 It was noted that the FDOT roundabout is complete.

190 Asked if anything should be done to repair and replace entrance landscaping, Mr. Chip
191 Skinner stated that it can be discussed at the Sawmill meeting. It was noted that FDOT approval
192 would be needed and a hold harmless might be required.

193 A Board Member stated that some interested buyers inquired about visibility into the
194 Parcel 8 site running along 295 and asked if there is a small strip to provide landscape trees. It
195 was noted that there are no existing trees. The fence line must be looked at.

196 It was noted that Mr. Jones and a representative of Land Design reviewed and approved
197 the Phase 2 landscaping, which needs to go out to bid. Vallencourt is installing the irrigation
198 sleeving. Staff will check with Mr. Jason Crews regarding the timing. Given that the expense will

199 exceed \$500,000, Ms. Buchanan stated that the Request for Proposals (RFP) will be advertised
200 and 30 days' notice given.

201 Landscape plans and installation of landscaping and irrigation were discussed.

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

203 • **NEXT MEETING DATE: April 8, 2025 at 9:30 AM**

204 ○ **QUORUM CHECK**

205 Supervisors Chip Skinner, Davis Skinner, Riley Skinner and Jones confirmed their
206 attendance at the April 8, 2025 meeting.

207

208 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

209

210 There were no Board Members' comments or requests.

211

212 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

213

214 No members of the public spoke.

215

216 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

217

218 **On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor,**
219 **the meeting adjourned at 9:49 a.m.**

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222

223

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

226
227
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229
230

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>		
<i>¹Skinner Bros. Realty, 2963 Dupont Ave, Jacksonville, Florida 32217</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 CANCELED	Regular Meeting	9:30 AM
January 14, 2025	Regular Meeting	9:30 AM
February 11, 2025 CANCELED	Regular Meeting	9:30 AM
March 11, 2025 <i>rescheduled to March 18, 2025</i>	Regular Meeting	9:30 AM
March 18, 2025	Regular Meeting	9:00 AM
April 8, 2025 <i>rescheduled to April 10, 2025</i>	Special Meeting	4:00 PM
April 10, 2025 ¹	Special Meeting	4:00 PM
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