

**RYALS CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**December 9, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Ryals Creek Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

<https://ryalscreekcdd.net/>

December 2, 2025

Board of Supervisors  
Ryals Creek Community Development District

### ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on December 9, 2025 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*3 Minutes Per Speaker*)
3. Update: Construction Account Activity
4. Consideration of Resolution 2026-01, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date
5. Consideration of Sawmill Timber, LLC Construction Funding Agreement [Stillwood Pines Boulevard]
6. Consideration of Resolution 2026-02, Amending Resolution 2025-08 to Provide for a Revised Payment Schedule for the Special Assessments by the Methods Provided for by Chapters 170, 190 and 197, Florida Statutes; Ratifying and Reaffirming Resolution 2025-08 Except as Modified by Resolution 2026-02; Addressing Conflicts; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Change Order No. \_\_ (relating to Landscaping)
8. Consideration of ETM Proposals for Construction Administration, Construction Observation and Post Design Services
  - A. No. 19-115-12-003 [Buckfield Drive Extension]
  - B. No. 19-115-14-007 [Resolution Drive]
9. Discussion/Consideration: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025 [Posted]

- B. October 1, 2025 - September 30, 2026
10. Ratification of Sawmill Timber, LLC Construction Funding Agreement [Resolution Drive, Village Center]
  11. Acceptance of Unaudited Financial Statements as of October 31, 2025
  11. Approval of August 12, 2025 Regular Meeting Minutes
  12. 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: January 13, 2026 at 9:30 AM
      - QUORUM CHECK
  13. Board Members' Comments/Request
  14. Public Comments
  15. 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**

**3**

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

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

**Interlocal Agreement Funding Received**

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

**Requisitions:**

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

**Interlocal agreement funding still to be received**

**Presented to Trustee (awaiting verification)**

Balance	<hr/>	-
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**In circulation (awaiting funding)**

Balance	<hr/>	-
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**Total interlocal funding available (excluding Retainage Payable)**

**Retainage Payable**

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

**Total interlocal funding available (assuming all obligations paid)**

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

**Remaining amounts to expend:**

Construction draw funding agreement (ICI commitment amount)				\$ 5,600,220.00
Date	Requisition #	Payee	Amount	
<b>Payment verified</b>				
10/1/2021	38	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	(60,438.59)	
10/01/21	39	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #2	(436,288.20)	
10/8/2021	41	GP Materials, Inc. - CONSTRUCTION DRAW #3	(11,106.24)	
10/8/2021	42	Vallencourt Construction Company - CONSTRUCITON DRAW #5	(201,426.30)	
10/26/2021	44	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
11/8/2021		Transfer out <sup>1</sup>	(1,838,606.70)	
10/26/2021	46	Forterra Pipe & Precast - CONSTRUCTION DRAW #7	(4,683.38)	
10/26/2021	43	GP Materials, Inc. - CONSTRUCTION DRAW #7	(5,391.21)	
10/26/2021	45	Vallencourt Construction Company - CONSTRUCITON DRAW #7	(647,775.53)	
11/22/2021	49	GP Materials, Inc. - CONSTRUCTION DRAW #8	(42,249.03)	
12/10/2021	45	Vallencourt Construction Company - CONSTRUCITON DRAW #9	(741,972.57)	
12/10/2021	51	GP Materials, Inc. - CONSTRUCTION DRAW #9	(16,482.13)	
12/10/2021	53	Cecil W. Powell & Company - CONSTRUCTION DRAW #9	(102,192.00)	
12/28/2021	55	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #10	(681,380.01)	
12/28/2021	56	Forterra Pipe & Precast - CONSTRUCTION DRAW #10	(851.65)	
2/8/2022	57	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #11	(10,962.36)	
2/8/2022	57	Vallencourt Construction Company, Inc.	(353,699.33)	
3/3/2022	60	GP Materials, Inc.	(24,472.70)	
3/17/2022	62	Vallencourt Construction Company, Inc.	(371,827.97)	
Total amounts paid				(5,600,220.00)

**Total remaining to be drawn for construction per agreement (not including related retainage)**

<b>Eligible Retainage Payable</b>			\$ -
9/9/2021	39	Vallencourt Construction Company, Inc.	(48,476.47)
9/30/2021	42	Vallencourt Construction Company, Inc.	(22,380.70)
10/26/2021	45	Vallencourt Construction Company, Inc.	(71,975.06)
11/8/2021	-	Transfer out <sup>2</sup>	(218,741.12)
11/8/2021	-	Transfer out <sup>3</sup>	(39,404.85)
12/8/2021	50	Vallencourt Construction Company, Inc.	(82,441.39)
12/28/2021	55	Vallencourt Construction Company, Inc.	(75,708.89)
2/8/2022	57	Vallencourt Construction Company, Inc.	(40,517.97)
2/28/2022	-	Transfer in <sup>5</sup>	599,646.45
Total retainage payable			

**Total remaining to be drawn for construction per agreement (including related retainage)<sup>4</sup>**

<sup>1</sup> These amounts were initially funded from the \$6.4M bucket, however, they have since been funded by the \$5.6M bucket, which is reflected as a transfer out on this schedule. Details for this total can be found on the \$6.4M schedule.			\$ -
<sup>2</sup> See Interlocal Agreement tab for details			
<sup>3</sup> See Construction Account Activity tab for details			
<sup>4</sup> If this amount is negative then the shortfall will be funded from other sources (starting with the \$6.4M bucket)			
<sup>5</sup> This amount was transferred back to the \$6.4M bucket as all construction draw funding has been received and subsequently depleted.			

**Remaining amounts to collect/request from ICI:**

Construction draw funding agreement (ICI commitment amount)				\$ 5,600,220.00
5/3/2024				15581.27
5/31/2024				
12/7/2021	48	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
12/7/2021	46	Forterra Pipe & Precast - CONSTRUCTION DRAW #7	(4,683.38)	
12/7/2021	43	GP Materials, Inc. - CONSTRUCTION DRAW #7	(5,391.21)	
12/7/2021	45	Vallencourt Construction Company - CONSTRUCITON DRAW #7	(647,775.53)	
2/8/2022	49	GP Materials, Inc. - CONSTRUCTION DRAW #8	(42,249.03)	
2/8/2022	50	Vallencourt Construction Company - CONSTRUCITON DRAW #9	(741,972.57)	
2/8/2022	51	GP Materials, Inc. - CONSTRUCTION DRAW #9	(16,482.13)	
2/8/2022	53	Cecil W. Powell & Company - CONSTRUCTION DRAW #9	(102,192.00)	
2/8/2022	55	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #10	(681,380.01)	
2/8/2022	56	Forterra Pipe & Precast - CONSTRUCTION DRAW #10	(851.65)	
3/11/2022	57	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #11	(10,962.36)	
Total received				(5,600,220.00)

**Total remaining to be received from ICI**

<b>In circulation (to be processed) - awaiting funding from ICI</b>			\$ -
Total requested but not received to date			\$ -
<b>Total remaining to be requested from ICI</b>			\$ -

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

**Funds received**

12/23/2020	Initial Construction Funds	\$ 6,467,000.00
10/26/2021	Parcel 9 lot closing - Completion of Master Infrastructure	2,500,000.00
10/26/2021	Parcel 9 lot closing - TMA Trip Revenue	378,840.00
10/26/2021	Parcel 9 lot closing - Fill Dirt Costs	107,100.00
12/22/2021	Parcel 10 lot closing - TMA Trip Revenue	454,608.00
12/22/2021	Parcel 10 lot closing - Completion of Master Infrastructure	2,150,000.00
2/24/2022	TMA Trip Revenue	23,629.18
2/24/2022	TMA Trip Revenue	47,258.36
3/16/2022	TMA Trip Revenue	2,953.65
3/19/2022	TMA Trip Revenue	44,304.71
4/20/2022	TMA Trip Revenue	11,814.59
4/20/2022	TMA Trip Revenue	17,721.90
5/9/2022	JEA Water Main Purchase Order	395,820.94
6/28/2022	TMA Trip Revenue	8,860.95
7/29/2022	TMA Trip Revenue	2,953.65
7/29/2022	TMA Trip Revenue	8,860.95
8/1/2022	TMA Trip Revenue	41,351.07
9/2/2022	TMA Trip Revenue	11,814.60
9/2/2022	TMA Trip Revenue	11,814.60
9/2/2022	TMA Trip Revenue	11,814.59
9/16/2022	TMA Trip Revenue	14,768.24
9/16/2022	TMA Trip Revenue	20,675.55
10/10/2022	TMA Trip Revenue	8,860.95
12/6/2022	TMA Trip Revenue	5,907.30
12/12/2022	TMA Trip Revenue	11,814.60
3/3/2023	TMA Trip Revenue	3,051.13
4/18/2023	Refund Req. 100	1,643.00
5/5/2023	TMA Trip Revenue	9,153.39
5/5/2023	TMA Trip Revenue	18,306.78
6/8/2023	TMA Trip Revenue	9,153.39
6/8/2023	TMA Trip Revenue	18,306.78
6/27/2023	Decrease Bond Amount	22,895.30
7/7/2023	TMA Trip Revenue	61,022.60
7/7/2023	TMA Trip Revenue	27,460.17
8/4/2023	TMA Trip Revenue	15,255.63
8/4/2023	TMA Trip Revenue	30,511.30
8/22/2023	TMA Trip Revenue	12,204.50
8/22/2023	TMA Trip Revenue	18,306.78
9/20/2023	TMA Trip Revenue	18,306.78
9/20/2023	TMA Trip Revenue	27,460.17
9/30/2023	TMA Trip Revenue	3,051.13
9/30/2023	TMA Trip Revenue	27,460.17
11/16/2023	TMA Trip Revenue	18,306.78
11/16/2023	TMA Trip Revenue	9,153.39
1/18/2024	TMA Trip Revenue	18,306.78
1/18/2024	TMA Trip Revenue	18,306.78
1/26/2024	TMA Trip Revenue	18,306.78
1/26/2024	TMA Trip Revenue	27,839.00
3/15/2024	TMA Trip Revenue	270,436.00
3/29/2024	TMA Trip Revenue	779,492.00
3/29/2024	Curb Cut Funding	150,000.00
3/29/2024	Work Contribution	1,500,000.00
5/3/2024	TMA Trip Revenue	15,581.27
5/31/2024	TMA Trip Revenue	53,580.09
7/12/2024	TMA Trip Revenue	25,214.16
7/12/2024	TMA Trip Revenue	25,214.16
7/26/2024	TMA Trip Revenue	31,517.73
7/26/2024	TMA Trip Revenue	40,973.01
8/22/2024	Transfer funds to Phase 2 as account is closed	(5,717,303.03)
9/19/2024	Transfer to cover Requisition #141	<u>132,318.50</u>

Total Construction Funds

10,501,340.78

**Requisitions:**

Date	Requisition #	Payee	Amount
<b>Payment verified</b>			
3/2/2021	1	Sawmill Timber, LLC.	(2,266,000.64)
3/5/2021	4	England, Thims & Miller	(24,000.00)
3/22/2021	5	England, Thims & Miller	(24,024.31)
3/22/2021	6	Core & Main*	(593,466.53)
3/22/2021	7	England, Thims & Miller	(4,800.00)
4/5/2021	8	Forterra Pipe & Precast, LLC.*	(100,286.97)
4/5/2021	9	Core & Main*	(12,867.20)
4/5/2021	10	ECS of Florida	(2,500.00)
4/5/2021	12	Core & Main*	(18,742.00)
4/5/2021	13	Core & Main*	(184,403.28)
4/5/2021	14	Forterra Pipe & Precast, LLC.*	(31,361.65)
5/4/2021	15	England, Thims & Miller	(36,791.70)
5/4/2021	16	England, Thims & Miller	(28,851.67)
5/4/2021	18	Forterra Pipe & Precast, LLC.*	(18,185.40)
5/19/2021	19	ECS of Florida	(9,000.00)
5/19/2021	20	Forterra Pipe & Precast, LLC.*	(39,135.69)
5/19/2021	21	Core & Main*	(140,273.96)
5/19/2021	22	England, Thims & Miller	(270,545.65)
5/19/2021	23	ECS of Florida	(21,500.00)
6/30/2021	25	Valmont Industries, Inc.*	(177,000.00)
6/30/2021	26	ECS of Florida	(6,000.00)
6/30/2021	27	Forterra Pipe & Precast, LLC.*	(76,382.83)
6/30/2021	28	England, Thims & Miller	(134,858.13)
6/30/2021	29	Core & Main*	(4,477.76)
8/2/2021	30	Forterra Pipe & Precast, LLC.*	(20,275.51)
8/2/2021	31	Core & Main*	(31,214.00)
8/2/2021	32	Vallencourt Construction Company, Inc.*	(35,890.30)
8/2/2021	33	ECS of Florida	(14,300.00)
8/2/2021	34	England, Thims & Miller	(141,652.98)
8/20/2021	35	Vallencourt Construction Company, Inc.*	(354,643.62)
8/20/2021	36	ECS of Florida	(3,500.00)
11/8/2021		Transfer in*	1,838,606.70
10/1/2021	37	England, Thims & Miller	(60,094.56)
10/26/2021	47	England, Thims & Miller	(241,608.71)
11/22/2021	48	England, Thims & Miller	(115,839.10)
12/10/2021	52	England, Thims & Miller	(159,169.57)
12/28/2021	54	England, Thims & Miller	(109,407.76)
2/8/2022	58	England, Thims & Miller	(170,164.51)
2/8/2022	59	Onsight Industries	(32,243.08)
3/3/2022	61	England, Thims & Miller	(71,418.42)
3/17/2022	63	Vallencourt Construction Company, Inc.	(161,266.48)
3/17/2022	64	GP Materials, Inc.	(1,000.07)
3/17/2022	65	Cash Building Material	(28,204.60)
4/5/2022	67	GP Materials, Inc.	(2,099.94)
4/5/2022	66	England, Thims & Miller	(47,100.00)
4/5/2022	68	Cash Building Material	(10,117.80)
4/29/2022	69	GP Materials, Inc.	(9,476.73)
5/13/2022	70	Vallencourt Construction Company, Inc.	(351,269.59)
5/13/2022	71	England, Thims & Miller	(45,875.00)
5/13/2022	72	GP Materials, Inc.	(32,169.46)
5/13/2022	73	Cash Building Material	(10,890.50)
5/27/2022	74	Vallencourt Construction Company, Inc.	(691,797.02)
5/27/2022	75	GP Materials, Inc.	(10,160.82)
5/27/2022	76	England, Thims & Miller	(53,274.09)
6/27/2022	77	Vallencourt Construction Company, Inc.	(389,677.36)
6/27/2022	78	Onsight Industries	(23,358.07)
6/27/2022	80	Vallencourt Construction Company, Inc.	(438,380.02)
6/27/2022	81	England, Thims & Miller	(44,053.21)
7/20/2022	79	Cash Building Material	(6,554.30)

8/1/2022	82	Vallencourt Construction Company, Inc.	(503,352.21)
8/1/2022	83	England, Thims & Miller	(44,583.16)
9/1/2022	84	Vallencourt Construction Company, Inc.	(185,881.00)
9/1/2022	85	Cash Building Material	(5,247.20)
9/1/2022	86	England, Thims & Miller	(32,924.07)
9/1/2022	87	Basham & Lucas Design Group, Inc.	(9,800.00)
10/7/2022	88	Vallencourt Construction Company, Inc.	(163,552.96)
10/7/2022	89	Cash Building Material	(14,242.65)
10/11/2022	90	ECS of Florida	(1,800.00)
11/8/2022	91	Vallencourt Construction Company, Inc.	(299,964.29)
11/8/2022	92	England, Thims & Miller	(4,617.30)
12/2/2022	93	Basham & Lucas Design Group, Inc.	(4,600.00)
12/2/2022	94	England, Thims & Miller	(307.50)
12/2/2022	95	JEA	(88,189.00)
1/6/2023	96	Vallencourt Construction Company, Inc.	(51,841.36)
1/20/2023	97	Vallencourt Construction Company, Inc.	(85,677.96)
1/6/2023	98	Basham & Lucas Design Group, Inc.	(1,050.00)
1/23/2023	99	Cash Building Material	(3,710.70)
1/20/2023	100	JEA	(1,643.00)
1/20/2023	101	England, Thims & Miller	(36,150.98)
1/23/2023	102	ECS of Florida	(1,200.00)
2/27/2023	103	England, Thims & Miller	(10,268.57)
3/6/2023	104	Vallencourt Construction Company, Inc.	(177,350.52)
2/27/2023	105	England, Thims & Miller	(7,626.85)
3/6/2023	106	Vallencourt Construction Company, Inc.	(318,445.20)
3/15/2023	107	England, Thims & Miller	(7,428.00)
3/15/2023	108	England, Thims & Miller	(4,548.00)
3/31/2023	109	Cecil W. Powell & Company	(57,924.00)
3/29/2023	110	Basham & Lucas Design Group, Inc.	(1,900.00)
4/19/2023	111	England, Thims & Miller	(7,811.06)
4/19/2023	112	England, Thims & Miller	(2,796.00)
7/11/2023	115	England, Thims & Miller	(10,628.00)
7/11/2023	116	England, Thims & Miller	(7,527.50)
7/11/2023	119	JEA	(150,858.00)
7/11/2023	120	England, Thims & Miller	(6,590.00)
7/11/2023	121	National Stormwater Trust	(10,285.00)
7/27/2023	114	Vallencourt Construction Company, Inc.	(204,125.30)
7/27/2023	117	Vallencourt Construction Company, Inc.	(254,714.04)
8/3/2023	118	Vallencourt Construction Company, Inc.	(113,410.78)
8/31/2023	122	England, Thims & Miller	(17,408.25)
8/31/2023	123	Basham & Lucas Design Group, Inc.	(3,587.50)
8/31/2023	124	National Stormwater Trust	(9,345.00)
8/31/2023	125	Vallencourt Construction Company, Inc.	(141,134.32)
9/30/2023	126	England, Thims & Miller	(2,590.00)
9/30/2023	129	Vallencourt Construction Company, Inc.	(57,470.28)
9/30/2023	130	Construction Specialties of North Florida	(79,689.50)
11/29/2023	127	JEA	(44,782.08)
2/2/2024	133	Construction Specialties of North Florida	(55,782.65)
2/2/2024	134	England, Thims & Miller	(1,036.00)
2/12/2024	135	Onsight Industries	(8,885.00)
3/8/2024	136	England, Thims & Miller	(2,657.00)
4/16/2024	137	Construction Specialties of North Florida	(39,900.01)
6/20/2024	138	ECS of Florida	(4,100.00)
8/22/2024	139	England, Thims & Miller	(21,404.08)
8/22/2024	140	Vallencourt Construction Company, Inc.	(679,682.60)
9/19/2024	141	CSS Landscaping, Inc.	(132,318.50)
Balance			(10,501,340.78)

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

<b>Retainage Payable</b>			
8/20/2021	35	Vallencourt Construction Company, Inc.	(39,404.85)
11/8/2021	-	Transfer in	39,404.85
3/17/2022	62 & 63	Vallencourt Construction Company, Inc.	(58,512.48)
3/24/2022	-	Transfer out	(599,646.45)
5/13/2022	70	Vallencourt Construction Company, Inc.	(39,029.95)
5/27/2022	74	Vallencourt Construction Company, Inc.	(76,866.34)
6/27/2022	77	Vallencourt Construction Company, Inc.	384,377.86
6/27/2022	80	Vallencourt Construction Company, Inc.	(23,072.63)
8/1/2022	82	Vallencourt Construction Company, Inc.	(26,492.22)
9/1/2022	84	Vallencourt Construction Company, Inc.	(9,783.21)
9/30/2022	88	Vallencourt Construction Company, Inc.	(8,608.05)
11/8/2022	91	Vallencourt Construction Company, Inc.	(15,787.60)
1/6/2023	96	Vallencourt Construction Company, Inc.	(2,728.49)
1/6/2023	97	Vallencourt Construction Company, Inc.	(4,509.36)
3/6/2023	104	Vallencourt Construction Company, Inc.	(16,760.28)
3/6/2023	106	Vallencourt Construction Company, Inc.	(9,334.24)
7/27/2023	114	Vallencourt Construction Company, Inc.	(10,743.44)
7/27/2023	117	Vallencourt Construction Company, Inc.	(13,406.00)
8/3/2023	118	Vallencourt Construction Company, Inc.	(5,968.98)
8/31/2023	125	Vallencourt Construction Company, Inc.	(7,428.13)
9/30/2023	129	Vallencourt Construction Company, Inc.	(3,024.75)
8/20/2024	140	Vallencourt Construction Company, Inc.	<u>547,324.74</u>
Balance			0.00

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

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

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

**Funds received**

8/22/2024	Initial Construction Funds - Transfer from Phase 1	\$ 5,717,303.03
8/30/2024	TMA Trip Revenue	25,214.18
8/30/2024	TMA Trip Revenue	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
1/14/2025	TMA Trip Revenue	8,778,796.00
12/18/2024	Outgoing wire fee	(25.00)
12/20/2024	Outgoing wire fee	(25.00)
12/31/2024	Interest	518.84
1/31/2025	Interest	7,876.83
1/31/2025	Service Charge	(75.00)
2/20/2025	Outgoing wire fee	(12.00)
2/28/2025	Interest	20,528.29
2/28/2025	Service Charge	(76.00)
3/31/2025	Interest	12,152.34
3/31/2025	Service Charge	(75.15)
4/7/2025	Road Construction Deposit	1,000,000.00
4/15/2025	Sawmill Timber Mass Grading Reimbursement	1,207,410.42
4/30/2025	Service Charge	(76.05)
4/30/2025	Interest	6,748.41
5/13/2025	Outgoing wire fee	(12.00)
5/15/2025	Special Assessment	16,500,000.00
5/15/2025	Outgoing wire fee	(15.00)
5/30/2025	Service Charge	(77.00)
5/30/2025	Interest	32,584.11
6/27/2025	Interest	541.68
6/30/2025	Interest	52,139.35
6/30/2025	Service Charge	(85.00)
7/30/2025	Service Charge	(75.25)
7/31/2025	Interest	48,400.40
8/1/2025	Req. 1072 payment returned, reissued 8/28/25	50,371.30
8/29/2025	Service Charge	(75.00)
8/29/2025	Interest	42,700.90
9/15/2025	Buckfield Circle funds wired to incorrect account - O&M	53,866.53
9/15/2025	Incoming wire fee	(15.00)
9/15/2025	Buckfield Circle funds wired to incorrect account	2,821,962.82
9/15/2025	Incoming wire fee	(15.00)
9/16/2025	Transfer of Buckfield Circle funds to correct account	(2,821,962.82)
9/29/2025	Interest	660.86
9/30/2025	Interest	35,134.20
9/30/2025	Service Charge	(77.15)
10/3/2025	Wire to move O&M funds to GF	(53,866.53)
10/3/2025	Outgoing wire fee	(12.00)
10/31/2025	JEA Reimbursement deposit	192,129.00
10/31/2025	Interest	33,699.00
10/31/2025	Service Charge	(76.10)
11/28/2025	Service Charge	(75.10)
11/28/2025	Interest	28,915.23
<b>Total Construction Funds</b>		<b>39,291,709.27</b>

**Requisitions:**

Date	Requisition #	Payee	Amount
<b>Payment verified</b>			
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)
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)
3/14/2025	1041	Rinker Materials	(63,428.66)
3/20/2025	1042	Rinker Materials	(46,342.99)
3/20/2025	1046	Rinker Materials	(78,300.51)
3/20/2025	1047	Vallencourt Construction Co., Inc.	(420,398.48)
3/24/2025	1045	England-Thims & Miller, Inc.	(159,879.61)
3/25/2025	1048	Econolite	(68,485.92)
3/31/2025	1049	Vallencourt Construction Co., Inc.	(1,135,699.59)
4/22/2025	1052	England-Thims & Miller, Inc.	(194,424.00)
4/22/2025	1053	England-Thims & Miller, Inc.	(15,952.50)
4/24/2025	1050	ECS Florida, LLC.	(2,400.00)
4/24/2025	1051	JEA	(428,148.00)
5/7/2025	1054	Vallencourt Construction Co., Inc.	(892,209.32)
5/9/2025	1055	Rinker Materials	(26,238.14)
5/19/2025	1056	England-Thims & Miller, Inc.	(86,953.61)
5/28/2025	1057	Rinker Materials	(5,142.00)
5/28/2025	1058	Ferguson Waterworks	(30,081.00)
6/2/2025	1059	Ring Power	(534,156.00)
6/26/2025	1060	Carter Environmental Services	(15,000.00)
6/30/2025	1061	England-Thims & Miller, Inc.	(43,885.70)
6/30/2025	1062	Vallencourt Construction Co., Inc.	(1,141,786.86)
7/1/2025	1063	Rinker Materials	(82,785.56)
7/2/2025	1064	Rinker Materials	(77,326.96)
7/8/2025	1065	England-Thims & Miller, Inc.	(2,390.00)
7/8/2025	1066	Rinker Materials	(2,493.51)
7/15/2025	1067	England-Thims & Miller, Inc.	(19,500.00)
7/15/2025	1068	Vallencourt Construction Co., Inc.	(1,331,147.98)
7/24/2025	1070	England-Thims & Miller, Inc.	(18,111.30)
7/24/2025	1071	National Stormwater Trust, Inc.	(51,761.40)
7/24/2025	1072	Rinker Materials	(50,371.30)
8/14/2025	1075	Xylem Water Solutions USA., Inc.	(265,341.00)
8/15/2025	1074	Thompson Pump	(195,626.00)

8/12/2025	1073	Vallencourt Construction Co., Inc.	(1,786,745.76)
8/12/2025	1076	England-Thims & Miller, Inc.	(5,603.75)
9/4/2025	1072	Rinker Materials - Reissue	(50,371.30)
9/11/2025	1077	England-Thims & Miller, Inc.	(62,998.00)
9/11/2025	1078	Xylem Water Solutions USA., Inc.	(289,077.00)
9/16/2025	1079	Rinker Materials	(1,960.96)
9/17/2025	1081	England-Thims & Miller, Inc.	(47,269.14)
9/17/2025	1080	Vallencourt Construction Co., Inc.	(1,002,599.50)
10/28/2025	1082	Rinker Materials	(18,568.40)
11/5/2025	1084	Vallencourt Construction Co., Inc.	(1,247,814.01)
11/20/2025	1083	England-Thims & Miller, Inc.	(28,651.11)
Balance			<u>(28,902,740.11)</u>
<b>Total Cash In Account</b>			<b><u>10,388,969.16</u></b>
<b>Payment issued (Not yet cashed by vendor)</b>			<u>-</u>
Balance			<u>-</u>
<b>In circulation/awaiting funding (to be processed)</b>			<u>-</u>
Balance			<u>-</u>
<b>Total Cash Available (Excluding Retainage Payable)</b>			<b><u>10,388,969.16</u></b>
<b>Retainage Payable</b>			
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.	(59,773.67)
5/7/2025	1054	Vallencourt Construction Company, Inc.	(46,958.40)
6/26/2025	1062	Vallencourt Construction Company, Inc.	(60,094.03)
7/15/2025	1068	Vallencourt Construction Company, Inc.	(70,060.47)
8/12/2025	1073	Vallencourt Construction Company, Inc.	(94,039.41)
9/12/2025	1080	Vallencourt Construction Company, Inc.	(52,768.34)
9/30/2025	1084	Vallencourt Construction Company, Inc.	(65,674.48)
Balance			<u>(1,068,950.99)</u>
<b>Total Available/(Shortfall): Assuming all Obligations Paid</b>			<b><u>\$ 9,320,018.17</u></b>

**RYALS CREEK CDD**  
**CONSTRUCTION ACCOUNT ACTIVITY**  
**CONSTRUCTION DRAWS - BUCKFIELD CIRCLE**

**Funds received**

9/16/2025	Purchase of land by Regency Centers	\$ 2,821,962.82
10/31/2025	Interest Income	8,155.70
11/14/2025	Interest Income	252.46
11/28/2025	Interest Income	7,364.63
11/28/2025	Account Service Fee	(75.00)
<b>Total Construction Funds</b>		<b>2,837,660.61</b>

**Requisitions:**

Date	Requisition #	Payee	Amount
<b>Payment verified</b>			

Balance

**Total Cash In Account**

**2,837,660.61**

**Payment issued (Not yet cashed by vendor)**

Balance

**In circulation/awaiting funding (to be processed)**

Balance

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

**2,837,660.61**

**Retainage Payable**

Balance

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

**\$ 2,837,660.61**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

## **RESOLUTION 2026-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on \_\_\_\_ day of November, 2025 at \_\_\_\_ : \_\_\_\_ .m., at \_\_\_\_\_.

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

**SECTION 3.** Pursuant to section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held on the 9th day of December, 2025. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889.

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

**PASSED AND ADOPTED** this 9th day of December, 2025.

ATTEST:

**RYALS CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

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

**Composite Exhibit A**

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

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

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

DATE: November \_\_\_, 2026  
TIME: \_\_\_\_\_  
PLACE: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Craig Wrathell  
District Manager

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

DATE OF LANDOWNERS' MEETING: **November \_\_\_, 2026**

TIME: \_\_\_\_:\_\_\_\_\_.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**LANDOWNER PROXY**  
**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**DUVAL COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Ryals Creek Community Development District to be held at \_\_\_\_\_, on November \_\_\_, 2026 at \_\_\_ : \_\_\_ .m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

---

Printed Name of Legal Owner

---

Signature of Legal Owner

---

Date

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

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

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

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

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

**OFFICIAL BALLOT**  
**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**DUVAL COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_, 2026**

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

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

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

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

or

**Attach Proxy.**

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

<b>SEAT #</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
<b>2</b>		
<b>3</b>		
<b>5</b>		

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

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

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

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

**CONSTRUCTION FUNDING AGREEMENT  
[STILLWOOD PINES BOULEVARD]**

This *Construction Funding Agreement* (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of December, 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 perform the work identified in the contract between the District and Vallencourt Construction Co., Inc. for Stillwood Pines Boulevard 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.

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

Attest:

**RYALS CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SAWMILL TIMBER, LLC**

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Witness

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SAWMILL TIMBER, LLC**

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Witness

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

## RESOLUTION 2026-02

### [AMENDING AND SUPPLEMENTING RESOLUTION 2025-08]

**A RESOLUTION OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2025-08 TO PROVIDE FOR A REVISED PAYMENT SCHEDULE FOR THE SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; RATIFYING AND REAFFIRMING RESOLUTION 2025-08 EXCEPT AS MODIFIED BY RESOLUTION 2026-02; ADDRESSING CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

#### **RECITALS**

**WHEREAS**, the Ryals Creek Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, on May 13, 2025, the District’s Board of Supervisors (the “Board”) adopted Resolution 2025-08 which, among other things, authorized district projects for construction, equalized, approved, confirmed, and levied special assessments on property specially benefitted by such projects, and provided for the payment and collection of such special assessments by the methods provided for by Chapters 170, 190 and 197, *Florida Statutes*; and

**WHEREAS**, the District desires to amend Resolution 2025-08 to provide for a revised payment schedule for the special assessments.

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

**SECTION 1. RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this resolution as if set forth herein verbatim.

**SECTION 2. AMENDMENT OF RESOLUTION 2025-08.** Section 8 of Resolution 2025-08 is hereby amended and restated as follows:

**SECTION 8. PAYMENT DATE.** The Special Assessments shall be due in full on May 15, 2025, provided however that the assessments may be paid according to the following schedule: \$16,500,000 due on May 15, 2025, \$4,500,000 on December 15, 2025, and \$1,000,000 due on April 15, 2026. The April installment may be reduced by future resolution if not necessary to pay the costs of the Project.

**SECTION 3. RATIFICATION OF RESOLUTION 2025-08.** Except as modified by this resolution, Resolution 2025-08 shall remain in full force and effect and is hereby ratified and reaffirmed.

**SECTION 4. SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 5. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 6. EFFECTIVE DATE.** This resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED** this 9th day of December, 2025.

ATTEST:

**RYALS CREEK COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**8A**

September 24, 2025

Mr. A. Chester Skinner, III  
Chairman  
Ryals Creek Community Development District  
2963 Dupont Avenue, Suite 2  
Jacksonville, Florida 32217

**Re: Construction Administration and Construction Observation for Buckfield Circle Extension**

**ETM No. 19-115-12-003**

Dear Mr. A. Chester Skinner, III,

England, Thims & Miller, Inc. (ETM) is pleased to submit this proposal for Construction Administration, Construction Observation, and Post Design services for Buckfield Drive Extension. We appreciate the opportunity to support this project and ensure its successful completion.

This proposal is based on our review of the construction which outlines the following new construction elements:

- 2,100' of new pavement, median, and 110 on-street parking spaces.
- Construction of a stormwater system that includes open and closed drainage systems.
- Construction of concrete sidewalks, ADA-compliant ramps, signage, pavement markings, and erosion control measures.
- Installation of water, reuse water systems and sanitary sewer systems.
- Installation of irrigation and landscaping.

Our scope of work and fee schedule for each task is presented below.

**I. Construction Administration / Certification**

ETM will provide construction administration support and final certification services required to close out the project and obtain approvals from relevant regulatory agencies. This task includes targeted efforts to assist the Owner through the final stages of construction, including utility certifications, stormwater documentation, and preparation of all required close-out packages. All services will be performed on an hourly basis, as needed, and tailored to the project's specific schedule and agency requirements.

Services under this task include:

- **Pre-Construction Support:** Attend pre-construction meetings to coordinate expectations, procedures, and document control between the contractor, owner, and relevant agencies.
- **Shop Drawing and Submittal Reviews:** Review of contractor-provided documents and materials submittals to confirm alignment with design intent and applicable specifications.
- **Required Inspections for Regulatory Compliance:** Coordinate and attend agency-required inspections for utilities, stormwater systems, and other site infrastructure. Provide support in resolving any punch list items or inspection-related deficiencies.

- **Construction Close-Out Documentation:** Final as-built drawing reviews to verify completeness and consistency with constructed improvements and meets agency requirements. Collection and review of contractor-supplied documentation for inclusion in the close-out package.
- **Utility Certification for Water and Sewer Systems:** Prepare and submit utility certification documentation in coordination with JEA. Verifying all required components are installed, tested, and accepted prior to certification.
- **Stormwater Management System Certification:** Complete stormwater certification documentation and coordinate submission to the appropriate water management district (SJRWMD).
- **Utility Acceptance Package Preparation:** Assemble and submit complete acceptance packages for water and sewer utilities to the servicing utility provider. Coordinate with the contractor and agencies to ensure all supporting documents, testing records, and approvals are provided.
- **City or County Final Acceptance Package:** Prepare and submit required close-out documentation for acceptance by the City of Jacksonville, including required affidavits, testing reports, certifications, and final project records.

**Fee.....**.....**Hourly**  
**(Budget Estimate: \$24,350.00)**

## II. Construction Observation

This task involves on-site attendance during construction activities to observe work for general consistency with City of Jacksonville and JEA Utilities specifications and requirements. When on site, ETM will provide part-time, as-needed project representation to support quality-focused observation and facilitate coordination with the contractor and various subcontractor crews.

Services include:

- 1 Weekly site visits with report and photos
- Project coordination / correspondence
- Construction conflict resolution
- Coordination with Permitting Authorities (including City of Jacksonville, FDEP, SJRWMD, etc.).

**Lump Sum Fee .....**..... **\$27,900.00**  
**(Services beyond 12 months shall be provided on an hourly basis)**

The above lump sum fee is based on the following assumptions:

- Construction duration does not exceed 12 months (365 calendar days).
- Attendance of the Preconstruction Conferences.

## III. Post-Design Resolution

ETM will provide post-design support services during the construction phase to help ensure that the final plans are implemented effectively in the field. This task allows our design team to remain actively involved in addressing questions, resolving issues, and assisting with any changes that may arise during construction.

As part of this task, ETM will:

- **Owner Requested Plan Changes:** Complete plan changes and revisions as directed by the Owner and submit modifications for approval.
- **Respond to Contractor Questions (RFIs):** Answer questions from the contractor and field staff about the plans and design details, helping keep the project moving without delays.
- **Attend Meetings as Needed:** Join project meetings during construction to stay informed, offer guidance, and help resolve any challenges that may come up.
- **Assist with Change Orders or Claims:** Help evaluate any requested changes or claims by the contractor that relate to the design, providing clear input on how they impact the project.
- **Support As-Built Documentation:** Work with the CEI and contractor to make sure any field changes are accurately captured in the final project records.

This task will be billed on an as-needed, hourly basis with a not-to-exceed limit. It gives the project team flexibility and ensures that design-related support is readily available when required, without unnecessary cost.

**Fee.....Hourly**  
**(Budget Estimate \$7,000.00)**  
**Not exceed without Owner authorization.**

#### IV. Landscape and Hardscape

This task involves on-site attendance during construction activities to observe work for general consistency with Landscape and Hardscape plans. When on site, ETM will provide part-time, as-needed project representation to support quality-focused observation and facilitate coordination with the contractor and various subcontractor crews.

- **Pre-Construction Support:** Attend pre-construction meetings to coordinate expectations, procedures, and document control between the contractor, and owner.
- **Owner Requested Plan Changes:** Complete plan changes and revisions as directed by the Owner and submit modifications for approval.
- **Shop Drawing and Submittal Reviews:** Review of contractor-provided documents and materials submittals to confirm alignment with design intent and applicable specifications.
- **Inspections for Compliance:** Review and inspect plant material, irrigation, paver installation and any other Hardscape for compliance with the plans.

**Lump Sum Fee .....** **\$6,300.00**  
**(Services beyond 12 months shall be provided on an hourly basis)**

### TASK & FEE SUMMARY

Task	Description	Fees	
		Hourly	Lump Sum
1	Construction Administration	\$24,350	
2	Construction Observation		\$27,900
3	Post Design Services	\$7,000	
4	Landscaping and Hard Scape Observation		\$6,300
	Subtotal	\$31,350	\$34,200
	<b>Total</b>	<b>\$65,550.00</b>	

### ITEMS NOT INCLUDED

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

- Full time inspection services
- Full time Project Management
- OSHA or Regulatory Safety Inspections
- Warranty Inspections
- Surveying and Construction Stakeout
- Aerial Photography
- Monthly Progress Report
- Administrative Hearings
- Architectural Design
- As-Build Surveys
- Building Permit Review Coordination
- Construction Staking
- Construction Supervision
- Consumptive Use Permitting
- Contract Administration
- DEP Groundwater Discharge Permit
- Easement Staking
- Entitlement / Zoning Support
- Electric, Phone, Gas Design & Coordination
- Engineering / Construction Plan Preparation
- Environmental Investigation
- Establishment of Benchmarks or Construction Control / Stakeout
- Fire Hydrant Testing
- Geotechnical Investigations
- Gopher Tortoise Permitting and Relocation
- Groundwater Modeling
- Groundwater Pump Testing
- Individual Lot Surveys
- Irrigation Supply or Well Design / Permitting
- Jurisdictional Wetland Delineation
- Land Use Planning
- Landscape Architecture and Irrigation Design
- Large Scale Cost Estimates
- Large Scale Site Redesigns
- Legal Description
- Lift / Pump Station Design
- Material Testing
- Mitigation Area Design
- Mobility /Concurrency Fees
- Notice of Commencement
- Offsite Drainage Modeling
- Offsite Utility Modeling or Permitting
- Owner Requested Plan Revisions After Plan Approval
- Pump Station Design
- Permit Application Fees
- Permit Compliance
- Phasing Plan
- Plat Filing Fees
- Plat Preparation
- Preparations of Offsite Easements
- PUD, DRI or Zoning Modifications
- Pump Station Modification Design
- Retaining Wall Design
- Right-of-Way Permit
- Separate Clearing or Grading Permitting
- Site Contamination Assessment
- Structural Design
- Survey (Topographic, Boundary, Wetland & Trees)
- Utility Locates

## ENGLAND - THIMS &amp; MILLER, INC.

## HOURLY FEE SCHEDULE - 2025

CEO / Chairman / Founder .....	\$ 475.00 / Hr.
Executive Vice President .....	\$ 370.00 / Hr.
Principal - Vice President .....	\$ 305.00 / Hr.
Vice President .....	\$ 295.00 / Hr.
Senior Advisor .....	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager .....	\$ 255.00 / Hr.
Project Manager / Construction Project Manager .....	\$ 225.00 / Hr.
Director .....	\$ 210.00 / Hr.
Engineer .....	\$ 190.00 / Hr.
Assistant Project Manager .....	\$ 165.00 / Hr.
Senior Planner / Planning Manager .....	\$ 225.00 / Hr.
Senior Environmental Scientist .....	\$ 240.00 / Hr.
Planner .....	\$ 170.00 / Hr.
CEI Senior Project Engineer .....	\$ 320.00 / Hr.
Senior Construction Representative .....	\$ 205.00 / Hr.
Construction Representative .....	\$ 180.00 / Hr.
CEI Inspector .....	\$ 140.00 / Hr.
Senior Landscape Architect .....	\$ 215.00 / Hr.
Landscape Architect .....	\$ 190.00 / Hr.
GIS Director .....	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager .....	\$ 185.00 / Hr.
GIS Analyst .....	\$ 155.00 / Hr.
GIS Consultant .....	\$ 165.00 / Hr.
GIS Specialist .....	\$ 150.00 / Hr.
Senior Engineering Designer .....	\$ 170.00 / Hr.
Senior Landscape Designer .....	\$ 170.00 / Hr.
Engineering / Landscape Designer .....	\$ 155.00 / Hr.
Engineering Intern .....	\$ 150.00 / Hr.
CADD / GIS Technician .....	\$ 145.00 / Hr.
Project Coordinator / CSS .....	\$ 120.00 / Hr.
Administrative Support .....	\$ 110.00 / Hr.

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

*Revised December 27, 2024*

## GENERAL CONDITIONS

**I. CONTRACT TIME** - The Contract Date is the date this Agreement is fully executed by both parties. England, Thims & Miller, Inc.'s ("ETM") hourly rates will be adjusted on January 1 of each year.

**II. PAYMENT TERMS, TERMINATION AND SUSPENSION** - ETM shall issue Client monthly invoices. For Lump Sum work, the invoice shall reflect the percentage complete for each contract task item. For hourly services, the invoice shall reflect the hours worked multiplied by the standard hourly billing rates, as shown in Attachment A and incorporated herein by reference.

- a. **Timing of Payment and Finance Charges** - Payment is due upon Client's receipt of ETM's invoice ("Invoice Date"). If payment is not received by ETM within thirty (30) days of the Invoice Date, Client agrees to pay ETM a Finance Charge of one and one-half percent (1.5%) per month on the amount past due. If one and one-half (1.5%) percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty (30) days from the Invoice Date, ETM reserves the right to suspend all work on the Project until all payments due are received, including the Finance Charge.
- b. **Failure to Pay** - If Client fails to make payments to ETM within sixty (60) days of the Invoice Date, which are not subject to a good faith dispute, such failure shall be considered substantial nonperformance and cause for Termination by ETM or, at ETM's option, cause for suspension of performance of Services under this Agreement. If ETM elects to suspend Services, ETM shall give ten (10) days' written notice to Client before suspending Services. Unless payments of all undisputed overdue amounts are received by ETM within the following ten (10) days after notice is received, such suspension shall take effect on the tenth (10th) day thereafter. In the event of a suspension of Services, ETM shall have no liability to Client for delay or damage caused by the Client because of such suspension of Services. Before resuming Services, the Client shall pay ETM all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of ETM's Services.
- c. **Retainage** - If ETM requires a Retainer Fee, the Retainer Fee will be returned to the Client thirty (30) days after receipt of payment in full by ETM on all invoices. Should the Client default on payment or if there is an outstanding balance on the Client's account, after the final invoice has been paid, the Retainer Fee will be used to pay the remaining invoice balance and any Finance Charge. Any remaining balance of the Retainer Fee will be returned to the Client once all of ETM's expenses have been paid in full.
- d. **Termination for Convenience** - Client may terminate this Agreement for Convenience and without cause upon not less than thirty (30) days written notice. If Client Terminates this Agreement for Convenience, Client shall pay ETM for all Services performed prior to Termination and Reimbursable Expenses incurred but such compensation shall not include lost profits.
- e. **Termination for Cause** - Client may terminate this Agreement for Cause within ten (10) days after the later of the following: (i) the event giving rise to the default, or (ii) the date on which Client became aware of the event giving rise to the default. Client must provide written notice stating the basis for the default. If ETM cures the default within ten (10) days after receipt of notice of the default from Client, then Client shall not be entitled to terminate this Agreement for Cause as a result of such default.
- f. **Suspension** - If Client suspends the Project for more than thirty (30) consecutive days, ETM shall be compensated for Services performed prior to Notice of such suspension. When the Project is resumed, ETM shall be compensated for all reasonable expenses incurred in the interruption and resumption of ETM's Services. If Client suspends the Project for more than ninety (90) consecutive days for convenience, ETM may terminate this Agreement by providing ten (10) days' written notice. If Client suspends the Project for more than one hundred and eighty (180) consecutive days, ETM reserves the right to adjust its fees for the remaining Services.

**III. CHANGES TO THE WORK** - Any change to the Work under the Agreement shall be in writing and executed by both parties.

**IV. SALES TAX** - Client shall pay any applicable state sales tax in the manner and in the amount as required by law.

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

**VI. STANDARD OF CARE AND WARRANTY** - ETM shall perform its Work in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located ("Standard of Care"). ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the Standard of Care defined above. No other warranty, expressed or implied, is made or intended.

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

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

**IX. CONTRACT ADMINISTRATION** - Client agrees ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations as appropriate to the construction stage shall be performed.

Under no circumstances shall ETM assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction. Client understands that field services provided by ETM will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "review" are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications, and design concepts reviewed.

To the extent "Continuous Inspections" are required by ETM under this Agreement, that does not mean that ETM is observing placement of all materials or ensuring compliance with all building codes or industry standards.

To the extent "Full-time Inspections" are required by ETM under this Agreement, an employee of ETM has been assigned for eight-hour days during regular business hours.

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

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

**XI. INSURANCE** - ETM maintains the following Insurance in conformance with applicable state law:

- a. Workers' Compensation Insurance with the following limits: \$1MM
- b. Comprehensive General Liability Insurance with the following limits: \$2MM
- c. Automobile Liability Insurance with the following limits: \$1MM
- d. Professional Liability Insurance with the following limits: \$10MM/\$15MM
- e. Umbrella Insurance with the following limits: \$20MM

A certificate of insurance can be supplied to Client evidencing such coverage upon request.

If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

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

**XIII. GOVERNING LAW, VENUE AND JURISDICTION** - This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to any conflicts of law principles. Venue for legal proceedings shall lie in the 4<sup>th</sup> Judicial Circuit in and for Jacksonville, Duval County, Florida, or the US District Court for the Northern District of Florida, Jacksonville, without regard to any forum *non conveniens* principles and the parties' consent to the personal jurisdiction of the Florida state courts.

**XIV. INDEMNIFICATION** - In addition to, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its officers, directors, partners, employees, agents and sub-consultants, from and against any damages, liabilities or costs, including reasonable attorneys' fees, arising out of or in any way connected with this Agreement caused or alleged to have been caused by Client and its officers, directors, partners, employees, agents, contractors and subcontractors.

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

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

**XVI. CERTIFICATE OF MERIT AND NOTICE AND OPPORTUNITY TO CURE** - Client shall make no claim (whether directly or in the form of a third-party claim) against ETM unless Client has first provided ETM with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every error or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a condition precedent to the initiation of any judicial proceeding by Client and shall be provided to ETM within ninety (90) days prior to the initiation of such judicial proceedings to allow ETM to inspect and cure the alleged errors or omissions. [FOR FLORIDA PROJECTS ONLY] ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**XVII. LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to \$500,000.00 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

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If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be litigated in a court of competent jurisdiction. In the event of litigation, each party shall bear its own attorneys' fees and costs.

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

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

**XXI. ASSIGNABILITY** - Client and ETM, respectively bind themselves, their agents, successors and assigns to this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other party.

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

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

If you should have any questions or require additional information, please contact Jason Ellins at (904) 699-1188 or by email at [ellins@etminc.com](mailto:ellins@etminc.com). Thank you for this opportunity to be of service.



Sincerely,

**England-Thims & Miller, Inc.**

George Miller, P.E.  
Executive Vice President / Shareholder

Accepted this \_\_\_\_\_ day

of \_\_\_\_\_, 2025

By: \_\_\_\_\_  
(Name/Title)

For: \_\_\_\_\_  
(Company)

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**8B**

September 24, 2025

Mr. A. Chester Skinner, III  
Chairman  
Ryals Creek Community Development District  
2963 Dupont Avenue, Suite 2  
Jacksonville, Florida 32217

**Re: Construction Administration and Construction Observation for Resolution Drive**

**ETM No. 19-115-14-007**

Dear Mr. A. Chester Skinner, III,

England, Thims & Miller, Inc. (ETM) is pleased to submit this proposal for Construction Administration, Construction Observation, and Post Design services for Resolution Drive. We appreciate the opportunity to support this project and ensure its successful completion.

This proposal is based on our review of the construction which outlines the following new construction elements:

- 1,400' of new pavement, median, and 50 on-street parking spaces.
- Construction of a stormwater system that includes open and closed drainage systems.
- Construction of concrete sidewalks, ADA-compliant ramps, signage, pavement markings, and erosion control measures.
- Installation of water, reuse water systems and sanitary sewer systems.
- Installation of irrigation and landscaping.

Our scope of work and fee schedule for each task is presented below.

**I. Construction Administration / Certification**

ETM will provide construction administration support and final certification services required to close out the project and obtain approvals from relevant regulatory agencies. This task includes targeted efforts to assist the Owner through the final stages of construction, including utility certifications, stormwater documentation, and preparation of all required close-out packages. All services will be performed on an hourly basis, as needed, and tailored to the project's specific schedule and agency requirements.

Services under this task include:

- **Pre-Construction Support:** Attend pre-construction meetings to coordinate expectations, procedures, and document control between the contractor, owner, and relevant agencies.
- **Shop Drawing and Submittal Reviews:** Review of contractor-provided documents and materials submittals to confirm alignment with design intent and applicable specifications.
- **Required Inspections for Regulatory Compliance:** Coordinate and attend agency-required inspections for utilities, stormwater systems, and other site infrastructure. Provide support in resolving any punch list items or inspection-related deficiencies.

- **Construction Close-Out Documentation:** Final as-built drawing reviews to verify completeness and consistency with constructed improvements and meets agency requirements. Collection and review of contractor-supplied documentation for inclusion in the close-out package.
- **Utility Certification for Water and Sewer Systems:** Prepare and submit utility certification documentation in coordination with JEA. Verifying all required components are installed, tested, and accepted prior to certification.
- **Stormwater Management System Certification:** Complete stormwater certification documentation and coordinate submission to the appropriate water management district (SJRWMD).
- **Utility Acceptance Package Preparation:** Assemble and submit complete acceptance packages for water and sewer utilities to the servicing utility provider. Coordinate with the contractor and agencies to ensure all supporting documents, testing records, and approvals are provided.
- **City or County Final Acceptance Package:** Prepare and submit required close-out documentation for acceptance by the City of Jacksonville, including required affidavits, testing reports, certifications, and final project records.

**Fee.....Hourly**  
**(Budget Estimate: \$10,400.00)**

## II. Construction Observation

This task involves on-site attendance during construction activities to observe work for general consistency with City of Jacksonville and JEA Utilities specifications and requirements. When on site, ETM will provide part-time, as-needed project representation to support quality-focused observation and facilitate coordination with the contractor and various subcontractor crews.

Services include:

- 1 Weekly site visits with report and photos
- Project coordination / correspondence
- Construction conflict resolution
- Coordination with Permitting Authorities (including City of Jacksonville, FDEP, SJRWMD, etc.).

**Lump Sum Fee .....** **\$11,880.00**  
**(Services beyond 12 months shall be provided on an hourly basis)**

The above lump sum fee is based on the following assumptions:

- Construction duration does not exceed 12 months (365 calendar days).
- Attendance of the Preconstruction Conferences.

## III. Post-Design Resolution

ETM will provide post-design support services during the construction phase to help ensure that the final plans are implemented effectively in the field. This task allows our design team to remain actively involved in addressing questions, resolving issues, and assisting with any changes that may arise during construction.

As part of this task, ETM will:

- **Owner Requested Plan Changes:** Complete plan changes and revisions as directed by the Owner and submit modifications for approval.
- **Respond to Contractor Questions (RFIs):** Answer questions from the contractor and field staff about the plans and design details, helping keep the project moving without delays.
- **Attend Meetings as Needed:** Join project meetings during construction to stay informed, offer guidance, and help resolve any challenges that may come up.
- **Assist with Change Orders or Claims:** Help evaluate any requested changes or claims by the contractor that relate to the design, providing clear input on how they impact the project.
- **Support As-Built Documentation:** Work with the CEI and contractor to make sure any field changes are accurately captured in the final project records.

This task will be billed on an as-needed, hourly basis with a not-to-exceed limit. It gives the project team flexibility and ensures that design-related support is readily available when required, without unnecessary cost.

**Fee.....Hourly**  
(Budget Estimate \$3,000.00)  
Not exceed without Owner authorization.

#### IV. Landscape and Hardscape

This task involves on-site attendance during construction activities to observe work for general consistency with Landscape and Hardscape plans. When on site, ETM will provide part-time, as-needed project representation to support quality-focused observation and facilitate coordination with the contractor and various subcontractor crews.

- **Pre-Construction Support:** Attend pre-construction meetings to coordinate expectations, procedures, and document control between the contractor, and owner.
- **Owner Requested Plan Changes:** Complete plan changes and revisions as directed by the Owner and submit modifications for approval.
- **Shop Drawing and Submittal Reviews:** Review of contractor-provided documents and materials submittals to confirm alignment with design intent and applicable specifications.
- **Inspections for Compliance:** Review and inspect plant material, irrigation, paver installation and any other Hardscape for compliance with the plans.

**Lump Sum Fee .....** \$2,700.00  
(Services beyond 12 months shall be provided on an hourly basis)

### TASK & FEE SUMMARY

Task	Description	Fees	
		Hourly	Lump Sum
1	Construction Administration	\$10,400	
2	Construction Observation		\$11,880
3	Post Design Services	\$3,000	
4	Landscaping and Hard Scape Observation		\$2,700
	Subtotal	\$13,400	\$14,580
	<b>Total</b>		<b>\$27,980</b>

### ITEMS NOT INCLUDED

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

- Full time inspection services
- Full time Project Management
- OSHA or Regulatory Safety Inspections
- Warranty Inspections
- Surveying and Construction Stakeout
- Aerial Photography
- Monthly Progress Report
- Administrative Hearings
- Architectural Design
- As-Build Surveys
- Building Permit Review Coordination
- Construction Staking
- Construction Supervision
- Consumptive Use Permitting
- Contract Administration
- DEP Groundwater Discharge Permit
- Easement Staking
- Entitlement / Zoning Support
- Electric, Phone, Gas Design & Coordination
- Engineering / Construction Plan Preparation
- Environmental Investigation
- Establishment of Benchmarks or Construction Control / Stakeout
- Fire Hydrant Testing
- Geotechnical Investigations
- Gopher Tortoise Permitting and Relocation
- Groundwater Modeling
- Groundwater Pump Testing
- Individual Lot Surveys
- Irrigation Supply or Well Design / Permitting
- Jurisdictional Wetland Delineation
- Land Use Planning
- Landscape Architecture and Irrigation Design
- Large Scale Cost Estimates
- Large Scale Site Redesigns
- Legal Description
- Lift / Pump Station Design
- Material Testing
- Mitigation Area Design
- Mobility /Concurrency Fees
- Notice of Commencement
- Offsite Drainage Modeling
- Offsite Utility Modeling or Permitting
- Owner Requested Plan Revisions After Plan Approval
- Pump Station Design
- Permit Application Fees
- Permit Compliance
- Phasing Plan
- Plat Filing Fees
- Plat Preparation
- Preparations of Offsite Easements
- PUD, DRI or Zoning Modifications
- Pump Station Modification Design
- Retaining Wall Design
- Right-of-Way Permit
- Separate Clearing or Grading Permitting
- Site Contamination Assessment
- Structural Design
- Survey (Topographic, Boundary, Wetland & Trees)
- Utility Locates

ENGLAND - THIMS & MILLER, INC.

HOURLY FEE SCHEDULE - 2025

CEO / Chairman / Founder .....	\$ 475.00 / Hr.
Executive Vice President .....	\$ 370.00 / Hr.
Principal - Vice President .....	\$ 305.00 / Hr.
Vice President .....	\$ 295.00 / Hr.
Senior Advisor .....	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager .....	\$ 255.00 / Hr.
Project Manager / Construction Project Manager .....	\$ 225.00 / Hr.
Director .....	\$ 210.00 / Hr.
Engineer .....	\$ 190.00 / Hr.
Assistant Project Manager .....	\$ 165.00 / Hr.
Senior Planner / Planning Manager .....	\$ 225.00 / Hr.
Senior Environmental Scientist .....	\$ 240.00 / Hr.
Planner .....	\$ 170.00 / Hr.
CEI Senior Project Engineer .....	\$ 320.00 / Hr.
Senior Construction Representative .....	\$ 205.00 / Hr.
Construction Representative .....	\$ 180.00 / Hr.
CEI Inspector .....	\$ 140.00 / Hr.
Senior Landscape Architect .....	\$ 215.00 / Hr.
Landscape Architect .....	\$ 190.00 / Hr.
GIS Director .....	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager .....	\$ 185.00 / Hr.
GIS Analyst .....	\$ 155.00 / Hr.
GIS Consultant .....	\$ 165.00 / Hr.
GIS Specialist .....	\$ 150.00 / Hr.
Senior Engineering Designer .....	\$ 170.00 / Hr.
Senior Landscape Designer .....	\$ 170.00 / Hr.
Engineering / Landscape Designer .....	\$ 155.00 / Hr.
Engineering Intern .....	\$ 150.00 / Hr.
CADD / GIS Technician .....	\$ 145.00 / Hr.
Project Coordinator / CSS .....	\$ 120.00 / Hr.
Administrative Support .....	\$ 110.00 / Hr.

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

*Revised December 27, 2024*

## GENERAL CONDITIONS

**I. CONTRACT TIME** - The Contract Date is the date this Agreement is fully executed by both parties. England, Thims & Miller, Inc.'s ("ETM") hourly rates will be adjusted on January 1 of each year.

**II. PAYMENT TERMS, TERMINATION AND SUSPENSION** - ETM shall issue Client monthly invoices. For Lump Sum work, the invoice shall reflect the percentage complete for each contract task item. For hourly services, the invoice shall reflect the hours worked multiplied by the standard hourly billing rates, as shown in Attachment A and incorporated herein by reference.

- a. **Timing of Payment and Finance Charges** - Payment is due upon Client's receipt of ETM's invoice ("Invoice Date"). If payment is not received by ETM within thirty (30) days of the Invoice Date, Client agrees to pay ETM a Finance Charge of one and one-half percent (1.5%) per month on the amount past due. If one and one-half (1.5%) percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty (30) days from the Invoice Date, ETM reserves the right to suspend all work on the Project until all payments due are received, including the Finance Charge.
- b. **Failure to Pay** - If Client fails to make payments to ETM within sixty (60) days of the Invoice Date, which are not subject to a good faith dispute, such failure shall be considered substantial nonperformance and cause for Termination by ETM or, at ETM's option, cause for suspension of performance of Services under this Agreement. If ETM elects to suspend Services, ETM shall give ten (10) days' written notice to Client before suspending Services. Unless payments of all undisputed overdue amounts are received by ETM within the following ten (10) days after notice is received, such suspension shall take effect on the tenth (10th) day thereafter. In the event of a suspension of Services, ETM shall have no liability to Client for delay or damage caused by the Client because of such suspension of Services. Before resuming Services, the Client shall pay ETM all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of ETM's Services.
- c. **Retainage** - If ETM requires a Retainer Fee, the Retainer Fee will be returned to the Client thirty (30) days after receipt of payment in full by ETM on all invoices. Should the Client default on payment or if there is an outstanding balance on the Client's account, after the final invoice has been paid, the Retainer Fee will be used to pay the remaining invoice balance and any Finance Charge. Any remaining balance of the Retainer Fee will be returned to the Client once all of ETM's expenses have been paid in full.
- d. **Termination for Convenience** - Client may terminate this Agreement for Convenience and without cause upon not less than thirty (30) days written notice. If Client Terminates this Agreement for Convenience, Client shall pay ETM for all Services performed prior to Termination and Reimbursable Expenses incurred but such compensation shall not include lost profits.
- e. **Termination for Cause** - Client may terminate this Agreement for Cause within ten (10) days after the later of the following: (i) the event giving rise to the default, or (ii) the date on which Client became aware of the event giving rise to the default. Client must provide written notice stating the basis for the default. If ETM cures the default within ten (10) days after receipt of notice of the default from Client, then Client shall not be entitled to terminate this Agreement for Cause as a result of such default.
- f. **Suspension** - If Client suspends the Project for more than thirty (30) consecutive days, ETM shall be compensated for Services performed prior to Notice of such suspension. When the Project is resumed, ETM shall be compensated for all reasonable expenses incurred in the interruption and resumption of ETM's Services. If Client suspends the Project for more than ninety (90) consecutive days for convenience, ETM may terminate this Agreement by providing ten (10) days' written notice. If Client suspends the Project for more than one hundred and eighty (180) consecutive days, ETM reserves the right to adjust its fees for the remaining Services.

**III. CHANGES TO THE WORK** - Any change to the Work under the Agreement shall be in writing and executed by both parties.

**IV. SALES TAX** - Client shall pay any applicable state sales tax in the manner and in the amount as required by law.

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

**VI. STANDARD OF CARE AND WARRANTY** - ETM shall perform its Work in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located ("Standard of Care"). ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the Standard of Care defined above. No other warranty, expressed or implied, is made or intended.

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

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

**IX. CONTRACT ADMINISTRATION** - Client agrees ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations as appropriate to the construction stage shall be performed.

Under no circumstances shall ETM assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction. Client understands that field services provided by ETM will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "review" are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications, and design concepts reviewed.

To the extent "Continuous Inspections" are required by ETM under this Agreement, that does not mean that ETM is observing placement of all materials or ensuring compliance with all building codes or industry standards.

To the extent "Full-time Inspections" are required by ETM under this Agreement, an employee of ETM has been assigned for eight-hour days during regular business hours.

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

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

**XI. INSURANCE** - ETM maintains the following Insurance in conformance with applicable state law:

- a. Workers' Compensation Insurance with the following limits: \$1MM
- b. Comprehensive General Liability Insurance with the following limits: \$2MM
- c. Automobile Liability Insurance with the following limits: \$1MM
- d. Professional Liability Insurance with the following limits: \$10MM/\$15MM
- e. Umbrella Insurance with the following limits: \$20MM

A certificate of insurance can be supplied to Client evidencing such coverage upon request.

If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

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

**XIII. GOVERNING LAW, VENUE AND JURISDICTION** - This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to any conflicts of law principles. Venue for legal proceedings shall lie in the 4<sup>th</sup> Judicial Circuit in and for Jacksonville, Duval County, Florida, or the US District Court for the Northern District of Florida, Jacksonville, without regard to any forum *non conveniens* principles and the parties' consent to the personal jurisdiction of the Florida state courts.

**XIV. INDEMNIFICATION** - In addition to, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its officers, directors, partners, employees, agents and sub-consultants, from and against any damages, liabilities or costs, including reasonable attorneys' fees, arising out of or in any way connected with this Agreement caused or alleged to have been caused by Client and its officers, directors, partners, employees, agents, contractors and subcontractors.

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**XVI. CERTIFICATE OF MERIT AND NOTICE AND OPPORTUNITY TO CURE** - Client shall make no claim (whether directly or in the form of a third-party claim) against ETM unless Client has first provided ETM with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every error or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a condition precedent to the initiation of any judicial proceeding by Client and shall be provided to ETM within ninety (90) days prior to the initiation of such judicial proceedings to allow ETM to inspect and cure the alleged errors or omissions. [FOR FLORIDA PROJECTS ONLY] ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**XVII. LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to \$500,000.00 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

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If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be litigated in a court of competent jurisdiction. In the event of litigation, each party shall bear its own attorneys' fees and costs.

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

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

**XXI. ASSIGNABILITY** - Client and ETM, respectively bind themselves, their agents, successors and assigns to this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other party.

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

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

If you should have any questions or require additional information, please contact Jason Ellins at (904) 699-1188 or by email at [ellins@etminc.com](mailto:ellins@etminc.com). Thank you for this opportunity to be of service.



Sincerely,

**England-Thims & Miller, Inc.**

George Miller, P.E.  
Executive Vice President / Shareholder

Accepted this \_\_\_\_\_ day

of \_\_\_\_\_, 2025

By: \_\_\_\_\_  
(Name/Title)

For: \_\_\_\_\_  
(Company)

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**9A**

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

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.2      Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.3      Access to Records Compliance**

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

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

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

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1      District Infrastructure and Facilities Inspections**

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

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

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

**Achieved:** Yes  No

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1      Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No

## **Goal 3.2      Financial Reports**

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

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

**Achieved:** Yes  No

## **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

Ernesto

Torres

District Manager

Ernesto Torres

Print Name

18/10/2024

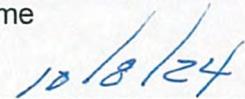
Date



Chair/Vice Chair, Board of Supervisors



Print Name



Date



**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**9B**

**RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.2      Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.3      Access to Records Compliance**

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

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

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

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1      District Infrastructure and Facilities Inspections**

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

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

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

**Achieved:** Yes  No

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1      Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No

## **Goal 3.2      Financial Reports**

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

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

**Achieved:** Yes  No

## **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

---

District Manager

---

Print Name

---

Date

---

Chair/Vice Chair, Board of Supervisors

---

Print Name

---

Date

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2025**

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2025**

	General Fund	Capital Projects Fund Phase 2	Capital Projects Buckfield Circle	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 164,487	\$10,388,780	\$2,830,118	\$10,553,267
Due from Sawmill Timber LLC	122,715	-	-	122,715
Total assets	<u><u>\$ 287,202</u></u>	<u><u>\$10,388,780</u></u>	<u><u>\$2,830,118</u></u>	<u><u>\$10,675,982</u></u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 1,826	\$ 28,651	\$ -	30,477
Retainage payable	-	1,068,951	-	1,068,951
Due to Landowner	27,874	-	-	27,874
Landowner advance	6,000	-	-	6,000
Total liabilities	<u><u>35,700</u></u>	<u><u>1,097,602</u></u>	<u><u>-</u></u>	<u><u>1,133,302</u></u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	122,715	-	-	122,715
Total deferred inflows of resources	<u><u>122,715</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>122,715</u></u>
Fund balances:				
Restricted for:				
Capital projects	-	9,291,178	2,830,119	9,291,178
Unassigned	128,787	-	-	128,787
Total fund balances	<u><u>128,787</u></u>	<u><u>9,291,178</u></u>	<u><u>2,830,119</u></u>	<u><u>9,419,965</u></u>
Total liabilities and fund balances	<u><u>\$ 287,202</u></u>	<u><u>\$10,388,780</u></u>	<u><u>\$2,830,119</u></u>	<u><u>\$10,675,982</u></u>

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 80,898	0%
Assessment levy: off-roll	53,866	53,866	299,296	18%
Interlocal - Boggy Branch CDD	-	-	82,617	0%
Total revenues	<u>53,866</u>	<u>53,866</u>	<u>462,811</u>	12%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors (includes FICA)	-	-	5,310	0%
District engineer	-	-	10,000	0%
District counsel	-	-	25,000	0%
District management	3,000	3,000	36,000	8%
Printing & binding	41	41	500	8%
Legal advertising	-	-	1,500	0%
Postage	-	-	500	0%
Audit	-	-	3,575	0%
Insurance - GL, POL	6,376	6,376	6,200	103%
Miscellaneous- bank charges	125	125	500	25%
Website				
Hosting & development	-	-	705	0%
ADA compliance	-	-	210	0%
Annual district filing fee	175	175	175	100%
Office supplies	-	-	500	0%
Total professional & administrative	<u>9,717</u>	<u>9,717</u>	<u>90,675</u>	11%

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>Field operations - Shared<sup>1</sup></b>				
Field management	500	500	6,000	8%
O&M accounting	283	283	3,400	8%
Stormwater management	725	725	8,700	8%
Stormwater treatment & monitoring	-	-	15,000	0%
Irrigation/reclaim	7,195	7,195	75,000	10%
Landscape				
Plant replacement	-	-	7,500	0%
Irrigation repairs	-	-	8,000	0%
Phase 1A	2,888	2,888	36,000	8%
Phase 1A mulch	-	-	28,000	0%
Pond 1A pond	1,312	1,312	16,400	8%
Phase 1B	2,100	2,100	26,200	8%
Phase 1B mulch	-	-	33,000	0%
Pond mowing (pond D)	1,575	1,575	19,700	8%
Landscape buckfield circle	997	997	12,500	8%
Kernan Blvd entry	866	866	24,900	3%
Generation avenue	1,444	1,444	18,000	8%
Maintenance & repairs	-	-	25,000	0%
Porter service	-	-	2,400	0%
Wetland monitoring	-	-	2,500	0%
Total field operations	<u>19,885</u>	<u>19,885</u>	<u>368,200</u>	5%
<b>Other fees &amp; charges</b>				
Tax collector	-	-	2,949	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>2,949</u>	0%
Total expenditures	<u>29,602</u>	<u>29,602</u>	<u>461,824</u>	6%
Excess/(deficiency) of revenues over/(under) expenditures	24,264	24,264	987	
Fund balances - beginning	104,523	104,523	78,767	
Fund balances - ending	<u>\$ 128,787</u>	<u>\$ 128,787</u>	<u>\$ 79,754</u>	

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND PHASE 2  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 33,699	\$ 33,699
Total revenues	<u>33,699</u>	<u>33,699</u>
<b>EXPENDITURES</b>		
Contingencies	88	88
Total expenditures	<u>88</u>	<u>88</u>
Excess/(deficiency) of revenues over/(under) expenditures	33,611	33,611
Fund balances - beginning	9,257,567	9,257,567
Fund balances - ending	<u>\$ 9,291,178</u>	<u>\$ 9,291,178</u>

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND BUCKFIELD CIRCLE  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 8,156	\$ 8,156
Total revenues	<u>8,156</u>	<u>8,156</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	8,156	8,156
Fund balances - beginning	2,821,963	2,821,963
Fund balances - ending	<u>\$ 2,830,119</u>	<u>\$ 2,830,119</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  
Annual Meeting on August 12, 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:

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

### Also present:

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

## **FIRST ORDER OF BUSINESS**

## Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:03 a.m.

Supervisors Jones, Davis Skinner, Riley Skinner and Chip Skinner were present.

Supervisor Eyrick attended via telephone.

## **SECOND ORDER OF BUSINESS**

### Public Comments (3 Minutes Per Speaker)

No members of the public spoke.

### THIRD ORDER OF BUSINESS

## Update: Construction Account Activity

The Construction Account Activity Report was included for informational purposes.

39 **FOURTH ORDER OF BUSINESS**40  
41  
42  
43  
44       Presentation of Audited Annual Financial  
45       Report for the Fiscal Year Ended  
46       September 30, 2024, Prepared by Berger,  
47       Toombs, Elam, Gaines & Frank48       Mr. Torres recalled that, at the previous meeting, the Chair asked Staff to re-submit the  
49       Audit and have the Auditor change the word "Developer" to "Landowner" throughout. The  
50       Auditor complied and the Audit was subsequently resubmitted to the State.47 **A. Consideration of Resolution 2025-11, Hereby Accepting the Audited Financial Report  
48       for the Fiscal Year Ended September 30, 2024**49       **On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor,  
50       Resolution 2025-11, Hereby Accepting the Audited Financial Report for the  
51       Fiscal Year Ended September 30, 2024, was adopted.**54 **FIFTH ORDER OF BUSINESS**55       **Consideration of Goals and Objectives  
56       Reporting FY2026 [HB7013 - Special  
57       Districts Performance Measures and  
58       Standards Reporting]**

59       Mr. Torres presented the Goals and Objectives for Fiscal Year 2026.

60       **• Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives  
61       Reporting**62       Mr. Torres noted it will be necessary to authorize the Chair to approve the findings  
63       related to the Fiscal Year 2025 Goals and Objectives for posting on the CDD website.65       **On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor,  
66       the Goals and Objectives for Fiscal Year 2026 Performance Measures and  
67       Standards Reporting, and authorizing the Chair to approve the findings related  
68       to 2025 Goals and Objectives Reporting, were approved.**71 **SIXTH ORDER OF BUSINESS**72       **Review of Proposals (RFP) for Buckfield  
73       Circle and Road**74 **A. Respondents**

75       Mr. Crews stated Vallencourt Construction (Vallencourt) was the only respondent.  
76   Vallencourt participated in the pre-bid and qualifications processes. The project is split into two  
77   sections; the Buckfield Extension and the Road A Resolution Drive portions, which are broken  
78   out separately from Stillwood to Buckfield Circle. He distributed a breakdown of the bid  
79   document for both Resolution Drive, Buckfield Circle and the total costs, and an official bid that  
80   includes descriptions of each category.

81       Mr. Crews reviewed the bid documents, including the scope of work; a 30" re-use water  
82   distribution system that totals \$1,236,048.08, which is a JEA-cost item; 30" re-use as-builts at  
83   \$4,969.94; a JEA-cost item as well as the re-use main and bonding warranty at \$13,211.57. He  
84   discussed the spreadsheet breakdown, the contingency line items that Staff added as  
85   placeholders, materials, purchasing, cost-splitting with the other developments responsible for  
86   payment and a \$50,120 discrepancy in the Buckfield total that will be debated with the vendor.  
87   He reviewed the total estimated costs of each project, plus contingency, and stated the last  
88   page is the sum of both projects together, which totals \$8,955,352 with an additional \$700,000  
89   of contingency totaling \$9,655,662.

90       Mr. Crews responded to questions regarding what the re-use services entail, if the  
91   intention is for the CDD to pay for the services upfront and be reimbursed by JEA, the payment  
92   process, if there is more to the project than what is included in the bid documents, who will  
93   oversee/manage the reimbursement, the unit prices, the underdrains and if the Board needs to  
94   make decisions on the contingency items.

95   **B.     Board Discussion and Evaluation/Ranking**

96       Discussion ensued regarding the CDD's agreement with the Developer who will pay for  
97   50% of the project, when building permits will be pulled, installation of the sewer main, amount  
98   that the CDD will pay out of pocket, amount that will be reimbursed to the CDD and the  
99   contingency totals for both projects. Mr. Crews stated the total not-to-exceed amount to be  
100   approved today is \$9,782,292.32.

101   **C.     Authorization to Issues Notice of Intent to Award and Enter into Contract**

102       **On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor,**  
103       **awarding the contract to Vallencourt , in a not-to-exceed amount of**

104                   **\$9,782,292.32, and authorizing the District Engineer and the Chair to finalize**  
105                   **pricing and value engineering, and for the Chair to execute, were approved.**

106  
107

108                   **SEVENTH ORDER OF BUSINESS**                   **Consideration of Resolution 2025-12,**  
109                   **Electing Officer(s) of the District and**  
110                   **Providing for an Effective Date [Felix**  
111                   **Rodriguez]**

112  
113                   Mr. Torres presented Resolution 2025-12. This Resolution appoints Felix Rodgriguez as  
114                   an Assistant Secretary. All prior appointments to the Board remain unchanged by this  
115                   Resolution.

116

117                   **On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor,**  
118                   **Resolution 2025-12, Electing Officer(s) of the District and Providing for an**  
119                   **Effective Date, was adopted.**

120  
121

122                   **EIGHTH ORDER OF BUSINESS**                   **Acceptance of Unaudited Financial**  
123                   **Statements as of June 30, 2025**

124  
125                   Asked why on-roll assessments are still being collected, Mr. Torres stated it is  
126                   attributable to overestimating the amount that is supposed to be on roll. He will investigate and  
127                   provide an answer at the next meeting.

128

129                   **On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor,**  
130                   **the Unaudited Financial Statements as of June 30, 2025, were accepted.**

131  
132

133                   **NINTH ORDER OF BUSINESS**                   **Approval of May July 8, 2025 Public**  
134                   **Hearings and Regular Meeting Minutes**

135  
136                   **On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor,**  
137                   **the July 8, 2025 Public Hearings and Regular Meeting Minutes, as presented,**  
138                   **were approved.**

139  
140  
141                   **TENTH ORDER OF BUSINESS**                   **Staff Reports**  
142

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

144 There was no report.

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

146 There was no report.

147 Mr. Hall responded to questions regarding the Department of Transportation (DOT)  
148 easement, status of Phase 2 landscaping, fencing/railing package, irrigation recall, irrigation  
149 distribution system, re-use services, JEA's involvement with the irrigation service and who will  
150 handle the irrigation when all lots are sold.

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

152 • **100 Registered Voters in District as of April 15, 2025**

153 • **NEXT MEETING DATE: September 9, 2025 at 9:30 AM**

154 ○ **QUORUM CHECK**

155

156 **ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/ Requests**

157  
158 Mr. Chip Skinner asked if there are any open items from the previous meeting that need  
159 to be addressed, if the Board is obligated to meet again between now and the end of the  
160 calendar year and how long it will take to evaluate the unit costs in the Vallencourt bid.

161 Mr. Torres stated Staff made all the adjustments that were noted at the last meeting.

162 Mr. Crews stated it might be necessary to meet to discuss Buckfield Circle and  
163 Resolution Drive and the Phase 2 roads; the unit costs can be evaluated and verified in one day.

164

165 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

166

167 No members of the public spoke.

168

169 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

170

171 **On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor,**  
172 **the meeting adjourned at 9:47 a.m.**

173

174 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

175

176

177

178 Secretary/Assistant Secretary

---

Chair/Vice Chair

**RYALS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

## RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

#### LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2025 <b>CANCELED</b>	Regular Meeting	9:30 AM
October 14, 2025 <i>rescheduled to October 7, 2025</i>	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)

*There will be no November meeting due to the Veterans Day holiday*