

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

January 14, 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

January 7, 2025

ATTENDEES:

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

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on January 14, 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 Agreements with National Stormwater Trust, Inc.
 - A. Agreement for Smart Pond Maintenance and Monitoring Services
 - B. Agreement for the Purchase and Installation of Smart Pond Equipment
5. Acceptance of Transfer of Sawmill Timber, LLC Properties Into the CDD
 - Consideration of Sawmill Timber, LLC Peak Hour Trips Purchase Agreement
6. Ratification of ETM, Inc. Design Contract for Buckfield Circle [Seven Pines – Village Center Internal Road]
7. Discussion: Contract for N/S CDD Road West of Regency Property
8. Acceptance of Unaudited Financial Statements as of November 30, 2024
9. Approval of Minutes
 - A. November 5, 2024 Landowners' Meeting
 - B. November 12, 2024 Regular Meeting
10. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*

- B. District Engineer: *England-Thims & Miller, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 11, 2025 at 9:30 AM
 - QUORUM CHECK

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

- 11. Board Members' Comments/Request
- 12. Public Comments
- 13. Adjournment

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

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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

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

Interlocal Agreement Funding Received

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

Requisitions:

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

Interlocal agreement funding still to be received

-

Presented to Trustee (awaiting verification)

Balance -

In circulation (awaiting funding)

Balance -

Total interlocal funding available (excluding 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	<u>218,741.12</u>
Balance			-

Total interlocal funding available (assuming all obligations paid)

\$ -

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

Remaining amounts to expend:

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

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

²See Interlocal Agreement tab for details

³See Construction Account Activity tab for details

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

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

Remaining amounts to collect/request from ICI:

Construction draw funding agreement (ICI commitment amount)				\$ 5,600,220.00
5/3/2024			15581.27	
5/31/2024				
12/7/2021	48	Cash Building Materials - CONSTRUCTION DRAW #7	(48,414.10)	
12/7/2021	46	Forterra Pipe & Precast - CONSTRUCTION DRAW #7	(4,683.38)	
12/7/2021	43	GP Materials, Inc. - CONSTRUCTION DRAW #7	(5,391.21)	
12/7/2021	45	Vallencourt Construction Company - CONSTRUCTION DRAW #7	(647,775.53)	
2/8/2022	49	GP Materials, Inc. - CONSTRUCTION DRAW #8	(42,249.03)	
2/8/2022	50	Vallencourt Construction Company - CONSTRUCTION DRAW #9	(741,972.57)	
2/8/2022	51	GP Materials, Inc. - CONSTRUCTION DRAW #9	(16,482.13)	
2/8/2022	53	Cecil W. Powell & Company - CONSTRUCTION DRAW #9	(102,192.00)	
2/8/2022	55	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #10	(681,380.01)	
2/8/2022	56	Forterra Pipe & Precast - CONSTRUCTION DRAW #10	(851.65)	
3/11/2022	57	Vallencourt Construction Company, Inc. - CONSTRUCTION DRAW #11	(10,962.36)	
Total received				(5,600,220.00)
Total remaining to be received from ICI				-
In circulation (to be processed) - awaiting funding from ICI				
Total requested but not received to date				-
Total remaining to be requested from ICI				\$ -

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

Funds received

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

Total Construction Funds

10,501,340.78

Requisitions:

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

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

Total Cash Available (Excluding Retainage Payable)

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Retainage Payable

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

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

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

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

Funds received

8/22/2024	Initial Construction Funds - Transfer from Phase 1	\$ 5,717,303.03	
8/30/2024	TMA Trip Revenue	25,214.18	
8/30/2024	TMA Trip Revenue	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	
Total Construction Funds			11,241,375.91

Requisitions:

Date	Requisition #	Payee	Amount	
Payment verified				
9/16/2024	1001	Vallencourt Construction Company, Inc.	(2,441,418.88)	
9/16/2024	1003	Ferguson Waterworks	(49,479.78)	
9/16/2024	1004	Rinker Materials	(63,764.40)	
9/19/2024		Transfer to cover Requisition #141	(132,318.50)	
10/7/2024	1005	England-Thims & Miller, Inc.	(12,260.00)	
10/7/2024	1006	Leesburg Concrete Co., Inc.	(17,255.90)	
10/7/2024	1007	Rinker Materials	(184,328.53)	
10/7/2024	1008	Ferguson Waterworks	(500,867.40)	
10/7/2024	1009	Ferguson Waterworks	(222,638.00)	
10/7/2024	1010	Vallencourt Construction Company, Inc.	(963,832.69)	
11/22/2024	1014	Vallencourt Construction Company, Inc.	(1,161,632.95)	
12/23/2024	1011	Rinker Materials	(211,247.50)	
12/23/2024	1012	Rinker Materials	(632,127.45)	
12/23/2024	1013	Ferguson Waterworks	(209,341.41)	
12/23/2024	1015	England-Thims & Miller, Inc.	(34,000.00)	
12/23/2024	1016	Rinker Materials	(341,781.53)	
12/23/2024	1017	Ferguson Waterworks	(128,959.20)	
12/23/2024	1018	Rinker Materials	(101,840.83)	
12/23/2024	1019	Rinker Materials	(224,280.40)	
12/23/2024	1020	Ferguson Waterworks	(409,481.00)	
12/23/2024	1021	Rinker Materials	(213,160.40)	
12/23/2024	1022	Ferguson Waterworks	(137,857.60)	
12/23/2024	1023	Vallencourt Construction Company, Inc.	(2,218,415.36)	
12/23/2024	1024	Rinker Materials	(281,551.78)	
12/23/2024	1025	Rinker Materials	(347,534.42)	
Balance				(11,241,375.91)

Total Cash In Account

-

Presented to Trustee (awaiting verification)

Balance		-
---------	--	---

In circulation/awaiting funding (to be processed)

12/17/2024	1023	Vallencourt Construction Company, Inc.	(34,558.27)	
12/26/2024	1027	Rinker Materials	(261,140.49)	
12/26/2024	1028	ECS Florida, LLC.	(1,200.00)	
12/26/2024	1029	Rinker Materials	(72,202.12)	
Balance				(369,100.88)

Total Cash Available (Excluding Retainage Payable)

(369,100.88)

Retainage Payable

9/16/2024	1001	Vallencourt Construction Company, Inc.	(128,495.72)	
9/30/2024	1010	Vallencourt Construction Company, Inc.	(50,728.03)	
11/12/2024	1014	Vallencourt Construction Company, Inc.	(61,138.59)	
12/17/2024	1023	Vallencourt Construction Company, Inc.	(118,577.55)	
Balance				(358,939.89)

Total Available/(Shortfall): Assuming all Obligations Paid

\$ (728,040.77)

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

4A

**AGREEMENT BETWEEN THE RYALS CREEK COMMUNITY DEVELOPMENT
DISTRICT AND NATIONAL STORMWATER TRUST, INC. FOR SMART POND
MAINTENANCE AND MONITORING SERVICES**

THIS AGREEMENT ("**Agreement**") is made and entered into this 14th day of January 2025, by and between:

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

National Stormwater Trust, Inc., a Maryland corporation, with a mailing address of 2282 Killearn Center Boulevard, Tallahassee, Florida 32309 ("**Contractor**", together with District, "**Parties**").

RECITALS

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

WHEREAS, the District owns, operates and maintains certain ponds and related infrastructure ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide smart pond equipment and related license, operation, maintenance and monitoring services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide maintenance and monitoring services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein; and

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

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor will or has previously provided smart pond equipment to the District. The District further desires that the Contractor provide the District the related license, professional operation, maintenance and monitoring services with presently accepted standards (“**Services**”) as identified in **Exhibit A**. Upon notice from the District, the Contractor shall provide the District with the **Services** for Facilities identified therein.

B. While providing the **Services**, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the **Services**.

C. The Contractor shall provide the **Services** as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. SCOPE OF MAINTENANCE AND MONITORING SERVICES. The Contractor will provide **Services** for the Facilities as further identified in **Exhibit A**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the **Services** attached as **Exhibit A** as well as provide appropriate license to the District to utilize the equipment and related software for full benefit of the **Services**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such **Services** as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All **Services** shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the **Services** by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of **Services** to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized

representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Engineer to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Eleven Thousand Six Hundred Dollars (\$11,600.00)** per year, in equal monthly payments, plus an amount not to exceed **Ten Thousand Dollars (\$10,000)** to be billed on an as needed basis.

B. The term of this Agreement shall be from the date of notice to proceed from the District through **[FIVE YEAR]** unless terminated earlier by either Party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for three (3), five (5) year renewals, beginning **[EFFECTIVE DATE]** unless terminated by either of the Parties, provided that the total compensation shall not increase more than ten percent (10%) at each renewal.

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

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District

shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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

SECTION 6. INSURANCE.

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

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

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

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

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest and expenses, against the District.

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

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services

rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibits A and B** shall apply to this Agreement and **Exhibits A and B** shall not be incorporated herein, except that **Exhibits A and B** are applicable to the extent that they states the scope of services for the labor, materials and license to be provided under this Agreement.

SECTION 21. 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 the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by 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: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: National Stormwater Trust, Inc.
2282 Killearn Center Boulevard
Tallahassee, Florida 34221
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal Party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding

upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Craig Wrathell ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-1170, WRATHELLC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each

deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any Party.

SECTION 29. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statute*.

SECTION 33. SPECIAL DAMAGES. In addition to the indemnification requirements set forth in Section 7, the Contractor acknowledges that the CMAC-associated nutrient removal requirements of SJRWMD permit 147212-18. Accordingly, NST accepts responsibility for compliance with the permit conditions associated with monitoring and substantiating CMAC performance, to include all costs and fees associated with the:

- A.** Drafting, approval, and execution of water quality monitoring plan (permit special condition 29).
- B.** Backup system design and approval (permit special condition 27).
- C.** Acquisition, installation and maintenance of backup system if required (permit special condition 30).

The District reserves the right allow the Contractor to complete the conditions above, or select a contractor of its choosing to finalize these conditions at the expense of the Contractor. Furthermore, the District reserves the right to approve the final design and installation of any backup system that may be required.

[Signatures on following page]

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

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson/Vice Chairperson, Governing Board

NATIONAL STORMWATER TRUST, INC.

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A



2282 Killearn Center Boulevard
Tallahassee, Florida 32309
nationalstormwater.com

National Stormwater Trust, Inc.

ORDER

CUSTOMER:

Ryals Creek CDD / Seven Pines Development
c/o ETM, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
Email: MathewsT@etmnc.com
Phone: 904-642-8990

FACILITY/INSTALLATION/DELIVERY LOCATION:

Stormwater Infrastructure Optimization (SIO)
Smart Pond Retrofit of Stormwater Facility SMF D
Seven Pines Development/Ryals Creek CDD
Duval County, Florida

This Order is subject to the NST Master Terms Agreement ("Agreement"), the most current version of which is located at <https://nationalstormwater.com/nst-master-terms-agreement/>

1. **Definitions.** Any capitalized terms not defined in this Order have the meanings set forth in the Agreement.
2. **Term.** The term of this Order shall be from the Effective Date through November 1, 2025. This Order shall automatically renew annually unless written notice of termination is given by either party at least 30 days before the end of the Term.
3. **Project Managers.** NST's project manager for this Order is Mark Thomasson, P.E. whose direct contact information is: mpt@nationalstormwater.com and (850) 510-2226. A Customer PM needs to be identified. Each party shall notify the other within two business days if the project manager changes.
4. **Statement of Work.**
 - a. **Subscription and Licensing Services.** The parties have entered into an Order for installation of Continuous Monitoring and Adaptive Control ("CMAC") equipment at the Facility. After CMAC installation and commissioning is complete, NST will provide Customer the required Opti Subscription and Licensing Services for each CMAC station. NST will provide Customer on-request access to the CMAC cloud-based monitoring, reporting, and control system dashboard.
 - b. **Operation and Maintenance:** NST will monitor the CMAC dashboard to verify system operation and to respond to issues that may arise. In addition, NST will provide annual inspection and reporting on CMAC-specific performance to the SJRWMD as required by Customer's Environmental Resource Permit. The CMAC equipment requires routine maintenance to preserve equipment warranties and to ensure accurate and dependable

Commented [KB1]: Please add agreement to cooperate with CDD in performance of satisfaction of permit requirements.

operation, and NST will provide all manufacturer-recommended maintenance services. For the first year of operations, NST will adjust the configuration of operational protocols quarterly.

- c. **Time and Materials Services.** In support of Customer performing the day-to-day operation of the Facility, NST will provide services requested by Customer, including but not limited to training, modeling, reporting to regulatory agencies, assessing the operations of the system, adjusting the configuration of operational protocols in excess of quarterly adjustments in the first year of operation, assisting with regulatory compliance and modifications to permits, and storm-related decision support, on a time and materials basis according to the attached rate schedule (see attached Schedule R). Customer must request the services in writing, and Customer and NST must determine at the time of the request whether the request will require NST to exceed the budgeted amount.

Commented [KB2]: CDD provides monthly maintenance services.

Commented [KB3]: Please provide.

5. **Payment Schedule and Compensation.** Customer agrees to pay NST as follows:

Task/Equip/Program	Amount/Pricing	Delivery	NST Invoice Timing	Payment/Terms
1. Opti Plus Subscription and Licensing Services	1@ \$8,600/year	Upon Equipment Commissioning	Upon Installation	30 days
2. Operation & Maintenance Services	\$3,000/year	Annually	Upon Installation and Annually	30 days
3. Time and Materials Services	\$10,000/year ¹	As Necessary	Monthly	30 Days
Order Total	\$11,600 to \$21,600/year			

¹The time and materials budget is an estimated budget and will be billed based on actual hours spent providing the services specified in section 4.c. NST acknowledges that this budget cannot be exceeded without prior written approval by Customer.

6. **Insurance.** NST shall maintain, at its expense and at all times during the term of this Order, the minimum coverages stated in the attached and incorporated Certificate of Insurance, and Customer shall be made an additional insured to NST's policy. NST shall provide 30 days advance written notification to Customer if any of the required policies, limits, or coverages are canceled, non-renewed, changed, suspended, or voided.

7. **Adjustment.** The amounts for each service will be adjusted at the end of each calendar year based on the annual inflation report from the Florida Public Service Commission Annual Price Index of Major-Investor Owned Utilities.

8. **Expiration.** The pricing and terms set forth in this Order are valid for 30 days after the Effective Date unless extended by NST in an Order Addendum.

9. **Attachments.** All referenced documents and attachments to this Order are incorporated herein.

10. Customer acknowledges that the continuous operation and maintenance of the CMAC system is necessary for maintaining compliance with state of Florida regulatory requirements for the treatment and/or attenuation of stormwater, floodplain compensation, and/or flood control. Failure of Customer to properly and continuously operate and maintain the CMAC system can result in noncompliance with regulatory requirements or permit conditions and could lead to Customer liability through administrative or civil enforcement proceedings.

The Parties have entered into this Order as of the Effective Date. *Original or electronic signatures are valid and binding.*

NATIONAL STORMWATER TRUST, INC.:

CUSTOMER:

By: John Ferguson
Its duly authorized representative

Date:

By: _____ Date: _____
Its duly authorized representative

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

4B

**AGREEMENT BETWEEN THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT
AND NATIONAL STORMWATER TRUST, INC. FOR THE PURCHASE AND
INSTALLATION OF SMART POND EQUIPMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of January 2025, by and between:

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

National Stormwater Trust, Inc., a Maryland corporation, with a mailing address of 2282 Killearn Center Boulevard, Tallahassee, Florida 32309 ("**Contractor**", together with District, "**Parties**").

RECITALS

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

WHEREAS, the District owns, operates and maintains certain ponds and related infrastructure ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide smart pond equipment for the Facilities as set forth in **Exhibit A**, including, without limitation, all materials and labor ("**Work**"); and

WHEREAS, Contractor submitted the proposal and plans attached hereto as **Exhibit A** and represents that it is qualified to serve as contractor and has agreed to perform the Work for the District; and

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

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A.** Contractor shall provide the Work as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B.** Work shall commence and be completed diligently and in a commercially reasonable period of time.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor Two Hundred Twelve Thousand Dollars Six Hundred Thirty Two Dollars (\$212,632.00) for the Work pursuant to the payment terms set forth in **Exhibit A**. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to work or services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement and all warranties set forth in **Exhibit A**, the Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. All Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

Commented [KB1]: This contemplates that the CDD owns the equipment. Is that correct?

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the Work being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All

other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services and warranties for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by

First Class Mail, postage prepaid, or sent by 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: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: National Stormwater Trust, Inc.
2282 Killearn Center Boulevard
Tallahassee, Florida 34221
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-1170, WRATHELLC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature,

which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers,

directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statute*.

SECTION 33. SPECIAL DAMAGES. In addition to the indemnification requirements set forth in Section 7, the Contractor acknowledges that the CMAC-associated nutrient removal requirements of SJRWMD permit 147212-18. Accordingly, NST accepts responsibility for compliance with the permit conditions associated with monitoring and substantiating CMAC performance, to include all costs and fees associated with the:

- A. Drafting, approval, and execution of water quality monitoring plan (permit special condition 29).
- B. Backup system design and approval (permit special condition 27).
- C. Acquisition, installation and maintenance of backup system if required (permit special condition 30).

[To the extent the District is found to be in violation of its SJRWMD permit 147212-18 conditions associated with the equipment installed as part of the Work and is required by the SJRWMD to undertake alternative actions to meet permit requirements, the Contractor shall reimburse the District for the full cost of the Work set forth herein.]

[Signatures on following page]

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

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson/Vice Chairperson, Governing Board

NATIONAL STORMWATER TRUST, INC.

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A
Proposal



2282 Killearn Center Boulevard
Tallahassee, Florida 32309
nationalstormwater.com

National Stormwater Trust, Inc.

ORDER ADDENDUM

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This Order is made between National Stormwater Trust, Inc. ("NST") and:

CUSTOMER:

Ryals Creek CDD / Seven Pines Development
c/o ETM, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
Email: MathewsT@etminc.com
Phone: 904-642-8990

FACILITY/INSTALLATION/DELIVERY LOCATION:

Stormwater Infrastructure Optimization (SIO)
Smart Pond Retrofit of Stormwater Facility SMF D
Seven Pines Development/Ryals Creek CDD
Duval County, Florida

This Order is subject to the Master Terms Agreement ("Agreement"), the most current version of which is located at <https://nationalstormwater.com/nst-master-terms-agreement/>.

1. **Definitions.** Any capitalized terms not defined in this Order have the meanings set forth in the Agreement.
2. **Term.** The term of this Order shall be from the Effective Date through December 31, 2030. This Order amends and supersedes the Initial Order between the parties dated August 23, 2022.
3. **Project Managers.** NST's project manager for this Order is Mark Thomasson, P.E., whose direct contact information is: mpt@nationalstormwater.com and (850) 510-2226. A Customer PM needs to be identified. Each party shall notify the other within two business days if the project manager changes.
4. **Statement of Work.**
 - a. **Baseline Assumptions:** Customer will continue to provide NST with copies of issued permits or permit modifications for the Seven Pines Development. NST will be relying on the information provided by Customer for operation of the Continuous Monitoring and Adaptive Control ("CMAC") system described below.
 - b. **Project Description:**
 - i. **Technical and Regulatory Support and Installation Planning:** NST shall work with ETM to provide technical, engineering, and regulatory support

as needed on a time and materials (T&M) basis during the Term, and in accordance with the attached Schedule R. The services are in support of permit modifications and stormwater system modifications for the purpose of optimizing the storage and treatment performance of SMF D and maximizing development potential of the surrounding property.

- ii. CMAC Installation: NST will procure and install one (1) CMAC station, including all ancillary equipment, supplies, and associated labor at pond SMF D. The CMAC station equipment and its cloud-based operating system will be configured and optimized to remotely monitor and control the discharge from the SMF D outfall structure. CMAC equipment procurement and installation costs and invoice timing are summarized in the below table.

- iii. CMAC System Operations and Maintenance: Covered by separate agreement.

- c. NST Guarantee of CMAC System Water Quality Performance: NST acknowledges the CMAC-associated nutrient removal requirements of SJRWMD permit 147212-18. Accordingly, NST accepts responsibility for compliance with the permit conditions associated with monitoring and substantiating CMAC performance, to include:

- i. Drafting, approval, and execution of water quality monitoring plan (permit special condition 29).
- ii. Backup system design and approval (permit special condition 27).
- iii. Installation and maintenance of backup system if required (permit special condition 30).

- d. Project Schedule: As coordinated in writing with Customer.

- 5. **Payment Schedule and Compensation.** Customer agrees to pay NST as follows:

Task/Equip/Program	Amount	Delivery	NST Invoice Timing	Payment/Terms
1. Engineering and Permitting Services	T&M monthly	Monthly	Monthly	30 days
2. CMAC Equipment and Installation	\$212,632	TBD	20% on signing this order, 20% upon receipt of procured equipment, 50% upon installation and system commissioning	30 days
3. Travel Expenses	T&M	As needed	Monthly	30 days

Commented [KB2]: What are these services and expenses and how are they different than the monitoring services? Can we get pricing for them? We need to confirm these don't trip the CCNA thresholds.

Commented [KB3]: I'm treating this as construction because the bid threshold is greater than \$500,000. If it is not, then the purchasing threshold for materials is \$195,000 and we'll need ETM to confirm this is a sole source situation.

- 6. **Access to Facility.** NST and its contractors shall be provided access to SMF D and the area around the existing control structure for the purposes of installing the CMAC equipment and complying with items listed in paragraph 4.c. above.

- 7. **Excavation.** N/A

8. **Insurance.** NST shall maintain, at its expense and at all times during the term of this Order, the minimum coverages stated in the Certificate of Insurance, and Customer shall be made an additional insured to NST's policy upon request. NST shall provide 30 days advance written notification to Customer if any of the required policies, limits, or coverages are canceled, non-renewed, changed, suspended, or voided.

8. **Expiration and Equipment.** The pricing and terms set forth in this Order are only valid for 30 days after the date that this Order is signed below by NST. Equipment, if included, is custom ordered and will not be returned, exchanged, or refunded after the order is placed.

9. **Attachments.** All referenced documents and attachments to this Order are incorporated herein.

The Parties have entered into this Order as of the Effective Date. *Original or electronic signatures are valid and binding.*

NATIONAL STORMWATER TRUST, INC.:

CUSTOMER:

By: John Ferguson
Its duly authorized representative

Date:

By: _____
Its duly authorized representative

Date:

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

PEAK HOUR TRIPS PURCHASE AGREEMENT

THIS PEAK HOUR TRIPS PURCHASE AGREEMENT (the “Agreement”) is made as of this 14th day of January, 2025, by and between **RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“Seller”), and **SAWMILL TIMBER, LLC**, a Florida limited liability company (“Buyer”).

WITNESSETH:

WHEREAS, Buyer is the owner of certain real property located in Jacksonville, Florida, which is subject to that certain Transportation Management Area Development Agreement between Arthur Chester Skinner, III, Trustee, et al., Buyer, and the City of Jacksonville (the “City”) dated December 8, 1998 (as amended from time to time, the “TMA”).

WHEREAS, Seller is the owner and holder of 2,137 external vehicle trips as Reserved Capacity (as such terms are defined in the TMA) (the 2,137 external vehicle trips are hereinafter referred to as the “Peak Hour Trips”).

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Peak Hour Trips on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by this reference. Except as expressly set forth in this Agreement, all capitalized terms which are used but not defined in this Agreement shall have the meanings ascribed to them in the TMA, as appropriate.

2. **Agreement Regarding Peak Hour Trips.**

A. Restrictions on Use of Purchase Price. The Buyer and Seller agree that the Purchase Price (as defined herein) shall be used by the Seller to fund design, construction, permitting, or similar such costs relating to the completion of TMA Road Phase 2A and 2B as further described in the Agreement Between Owner and Contract for Construction Contract between the Buyer and Vallencourt Construction Co., Inc.

B. Payment Procedures. On or before January 15, 2025 (the date on which such transactions are completed is referred to herein as the “Closing Date”), Buyer shall purchase from Seller, and Seller shall sell to Buyer, the Peak Hour Trips. On the Closing Date, (i) Buyer shall deliver to Burr & Forman LLP, as escrow agent under this Agreement (the “Escrow Agent”), the sum of \$8,778,796.00 for the Peak Hour Trips, which amount represents the total cost of the Peak Hour Trips in accordance with the Proportionate Share Contribution as set forth in the TMA (i.e. 2,137 Peak Hour Trips multiplied by \$4,108.00) (the “Purchase Price”), and (ii) Seller shall execute and deliver to Escrow Agent an allocation letter assigning the Peak Hour Trips to Buyer in the form attached hereto as Exhibit “A” (the “Allocation Letter”). Upon receipt of the items listed in subclauses (i) and (ii)

herein, Escrow Agent shall wire transfer the Purchase Price to Seller pursuant to the wire instructions provided to Escrow Agent by Seller, and Escrow Agent shall deliver to Buyer the original Allocation Letter. Following Closing, Buyer shall be authorized to deliver the Allocation Letter to the City. Each party covenants to cooperate reasonably with each other to effectuate the terms of this Agreement.

3. **Applicable Law; Jurisdiction of Venue.** This Agreement and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Duval County, Florida. The parties waive trial by jury. If any provision of this Agreement, or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

5. **Captions or Paragraph Headings.** Captions and paragraphs headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

6. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

7. **Further Assurances.** Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonable requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the Seller, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

8. **Escrow Agreement.** The Purchase Price shall be deposited with Escrow Agent in a non-interest bearing account. Escrow Agent shall at all times be authorized to disburse the Purchase Price in accordance with the terms of this Agreement, or in the alternative, pursuant to written instructions executed by both Buyer and Seller. Escrow Agent shall not release the Purchase Price until such time as Escrow Agent has received direction from the parties jointly or from a court of competent jurisdiction as to the proper party entitled to receipt of the Purchase Price. Escrow Agent shall be authorized to file an action in interpleader to determine the proper party entitled to the Purchase Price and the defaulting party, as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from all costs and expenses including legal fees associated with such proceeding but such indemnification shall not extend to Escrow Agent's negligence or willful misconduct. Escrow Agent may act in reliance upon any writing or instrument or signature, which it in good faith believes to be genuine, and following reasonable inquiry, may assume that any person purporting to give any writing, notice, advice or instruction

in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution or validity of any instrument deposited in this escrow nor as to the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to disposition of the Purchase Price and Allocation Letter in accordance with this Agreement. Notwithstanding anything to the contrary contained in this Agreement, notwithstanding the Escrow Agent's selection or acquiescence in the selection of the financial institution at which the escrow account is maintained, Escrow Agent shall not be responsible or liable for: (a) any failure on the part of the financial institution at which the account holding the Purchase Price or any closing funds is maintained; (b) the unavailability of Federal Deposit Insurance Corporation insurance on all or any portion of the Purchase Price or other funds deposited; (c) any inability or failure of said financial institution to deliver the Purchase Price or any portion thereof or any other funds when required by this Agreement; or (d) any matters beyond the direct and exclusive control of Escrow Agent.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

BUYER:

SAWMILL TIMBER, LLC, a Florida limited liability company

By: _____
Name: _____
Its: Manager

By: _____
Name: _____
Its: Manager

SELLER:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: _____
Name: A. Chester Skinner, III
Its: Chairman of the Board

EXHIBIT “A”

Form of Allocation Letter

January 14, 2025

Blaine Warnock
City Planner III
City of Jacksonville |Planning & Development
Transportation Division/CMMSO
214 N. Hogan Street, 2nd Floor
Jacksonville, Florida 32202

**Re: TMA/Authorization and Transfer from Ryals Creek CDD to Sawmill
Timber, LLC, in TMA Sector 3 (A-3)**

Dear Mr. Warnock:

The undersigned, Ryals Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“Ryals Creek CDD”), is a Designated Successor within the Transportation Management Area (TMA) pursuant to that Development Agreement dated December 8, 1998, between the City of Jacksonville and Arthur Chester Skinner, III, et al., as amended (the “Development Agreement”), and pursuant to a letter from Sawmill Timber, LLC to you dated October 5, 2021.

Please be advised that the undersigned, pursuant to Paragraph 19 of the Development Agreement and Paragraph 8(a) of the Second Amendment to the Development Agreement, hereby transfers 2,137 external vehicle trips as Reserved Capacity to Sawmill Timber, LLC, for authorization, transfer, or uses in accordance with the Development Agreement.

Thank you for your attention to this matter.

Very truly yours,

Ryals Creek Community Development
District, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

By: _____
Name: A.C. Skinner, III
Its: Chairman of the Board

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

January 10, 2025

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

**Reference: Seven Pines – Village Center Internal Road
ETM No. 19-115-14-04**

Dear Mr. Skinner:

Pursuant to your request, England, Thims & Miller, Inc. (ETM) is pleased to submit a fee proposal for engineering services related to the 1,400 LF of the private internal road through the Village Center from Stillwood Pines to Buckfield Circle that will be designed to meet the current PUD requirements. The proposed extension is located within the Seven Pines Development located at J. Turner Butler Boulevard and I-295 in Jacksonville, Florida. Our scope of work and fee schedule is as follows:

- Task 1

Final Road Alignment and Typical Section

ETM proposes to provide final alignment, typical section and row width in coordination with master utility/drainage/grading for the surrounding areas to include the future Village Center development. This will include any required pre-design meetings with the permitting agencies.

Lump Sum Fee.....\$12,500.00
- Task 2

COJ PUD Verification

The proposed development is within an existing PUD. ETM will submit the required documents to the City of Jacksonville for verification that the proposed development meets the PUD requirements.

Lump Sum Fee..... \$5,850.00
- Task 3

Mass Grading for Village Center Parcel

ETM proposes to prepare mass grading and drainage plans for the remaining parcels totaling 30 acres within the Village Center. This includes the following tasks:

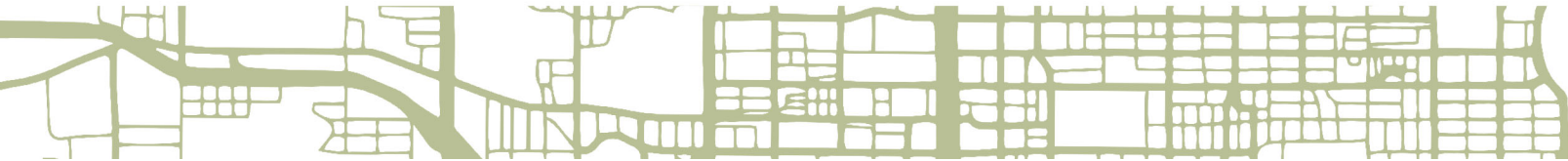
A. Mass grading plan

B. Master planned stormwater collection system design

C. Stormwater drainage report

D. Cut/Fill analysis using topographic survey and proposed finished grades

Lump Sum Fee.....\$16,100.00



Reference *Seven Pines-Village Center Internal Road*
ETM No. 19-115-14-04

Task 4 Final Road Engineering Design

This work effort includes the preparation of the final design plan to include stormwater collection, water, and sewer construction documents in accordance with the City of Jacksonville, St. Johns River Water Management District and JEA. Plans shall include:

- A. Roadway Alignment/Stationing
- B. Typical Roadway Sections
- C. Plan/Profile Drawings Depicting Utility Crossings
- D. Stormwater Collection System Design
- E. Water/Sewer/Reuse System Design
- F. Sidewalk as Required by COJ
- G. Sediment and Erosion Control Plans
- H. Coordination and Accommodation for JEA Primary Electric Design

Lump Sum Fee..... **\$101,160.00**

Task 5 Permit Coordination

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

1. City of Jacksonville Civil Plan Review
Lump Sum Fee.....**\$8,100.00**
2. St. Johns River Water Management District (Environmental Resource Permit)
Lump Sum Fee.....**\$4,260.00**
3. JEA Water and Sewer Plan Review
Lump Sum Fee.....**\$6,750.00**
4. FDEP Water and Sewer Permitting (Water Transmission and Sewer Collection Permits)
Lump Sum Fee.....**\$2,880.00**

Task 6 Code Compliant Landscape and Irrigation Plan

ETM will prepare a landscape plan for City of Jacksonville submittal depicting minimum landscape requirements. This design package includes the design of code minimum required landscape elements such as buffering, site canopy requirements, and tree inch requirements. As part of this submittal requirement, ETM will prepare the following:

- Code minimum landscape plans including plant schedule, code summary table and plant spacing requirements.
- Fully-automatic irrigation design plans including irrigation details, component specifications and watering schedule.

Lump Sum Fee **\$10,200.00**

Task 7 Dry Utility Coordination

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

Lump Sum Fee..... **\$10,000.00**

Reference *Seven Pines-Village Center Internal Road*
ETM No. 19-115-14-04

Task 8 Photometric Design

ETM will prepare a photometric design for the proposed site. This design will conform with the overall master development and meet City of Jacksonville requirements. Owner shall provide electrical circuit design based on photometric plan.

Lump Sum Fee.....\$7,200.00

EXPENSES

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

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.

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

Reference *Seven Pines-Village Center Internal Road*
ETM No. 19-115-14-04

FEE SUMMARY

	TASK DESCRIPTION	LUMP SUM FEE
TASK 1	Final Road Alignment and Typical Section	\$12,500.00
TASK 2	COJ PUD Verification	\$5,850.00
TASK 3	Mass Grading	\$16,100.00
TASK 4	Final Road Engineering Design	\$101,160.00
TASK 5	Permit Coordination	
	1. City of Jacksonville 10-set Review	\$8,100.00
	2. SJRWMD	\$4,260.00
	3. JEA Water and Sewer	\$6,750.00
	4. FDEP Water and Sewer Permitting	\$2,880.00
TASK 6	Code Compliant Landscape and Irrigation Plan	\$10,200.00
TASK 7	Dry Utility Coordination	\$10,000.00
TASK 8	Photometric Design	\$7,200.00
	TOTAL	\$185,000.00

Reference *Seven Pines-Village Center Internal Road*
ETM No. 19-115-14-04

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reference *Seven Pines-Village Center Internal Road*
ETM No. 19-115-14-04

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.

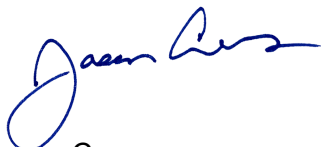
If you have any questions or require additional information, please contact Jason Crews at (904) 376-6291 or by email at Crewsj@etminc.com . Thank you for this opportunity to be of professional service.

Sincerely,

England-Thims & Miller, Inc.



Drew Holley, P.E.
Executive Vice President/Shareholder



Jason Crews
Vice President, Client Relations/Shareholder

Accepted this _____ day

of _____ , 2025

By: _____

For: _____

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2024**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2024**

	General Fund	Capital Projects Fund Phase 2	Total Governmental Funds
ASSETS			
Cash	\$ 93,666	\$4,438,863	\$ 4,532,529
Total assets	<u>\$ 93,666</u>	<u>\$4,438,863</u>	<u>\$ 4,532,529</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ -	\$ 161,610	161,610
Retainage payable	-	240,363	240,363
Due to Landowner	27,874	-	27,874
Accrued taxes payable	122	-	122
Landowner advance	6,000	-	6,000
Total liabilities	<u>33,996</u>	<u>401,973</u>	<u>435,969</u>
Fund balances:			
Restricted for:			
Capital projects	-	4,036,890	4,036,890
Unassigned	59,670	-	59,670
Total fund balances	<u>59,670</u>	<u>4,036,890</u>	<u>4,096,560</u>
Total liabilities and fund balances	<u>\$ 93,666</u>	<u>\$4,438,863</u>	<u>\$ 4,532,529</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 21,710	\$ 21,710	\$ 66,864	32%
Assessment levy: off-roll	15	15	252,848	0%
Interlocal - Boggy Branch CDD	-	-	66,175	0%
Total revenues	<u>21,725</u>	<u>21,725</u>	<u>385,887</u>	6%
EXPENDITURES				
Professional & administrative				
Supervisors (includes FICA)	-	861	5,310	16%
District engineer	5,435	5,435	10,000	54%
District counsel	-	-	25,000	0%
District management	3,000	6,000	36,000	17%
Printing & binding	42	83	500	17%
Legal advertising	-	319	1,500	21%
Postage	38	147	500	29%
Audit	-	-	3,575	0%
Insurance - GL, POL	-	6,016	5,785	104%
Miscellaneous- bank charges	-	-	500	0%
Website				
Hosting & development	-	-	705	0%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	-	500	0%
Total professional & administrative	<u>8,515</u>	<u>19,246</u>	<u>90,260</u>	21%
Field operations - Shared¹				
Field management	500	1,000	6,000	17%
O&M accounting	283	567	3,400	17%
Stormwater management	1,000	1,450	10,000	15%
Stormwater treatment & monitoring	-	-	7,500	0%
Irrigation/reclaim	-	1,795	30,000	6%
Landscape				
Plant replacement	-	-	7,500	0%
Irrigation repairs	2,608	2,608	5,000	52%
Phase 1A	4,950	9,900	33,000	30%
Phase 1A mulch	-	-	21,600	0%
Pond 1A	-	-	15,000	0%
Phase 1B	2,000	4,000	24,000	17%
Phase 1B mulch	-	-	31,000	0%
Pond mowing (pond D)	2,750	5,500	18,000	31%
Landscape buckfield circle	950	1,900	11,400	17%
Kernan Blvd entry	-	-	24,900	0%
Generation avenue	-	-	16,500	0%
Maintenance & repairs	200	400	25,000	2%
Porter service	-	-	2,400	0%
Total field operations	<u>15,241</u>	<u>29,120</u>	<u>292,200</u>	10%

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector	760	760	2,438	31%
Total other fees & charges	760	760	2,438	31%
Total expenditures	24,516	49,126	384,898	13%
 Excess/(deficiency) of revenues over/(under) expenditures	 (2,791)	 (27,401)	 989	
 Fund balances - beginning	 62,461	 87,071	 1,461	
Fund balances - ending	<u>\$ 59,670</u>	<u>\$ 59,670</u>	<u>\$ 2,450</u>	

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND PHASE 2
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
TMA trip revenue	<u>\$ 5,467,341</u>	<u>\$ 5,470,493</u>
Total revenues	<u>5,467,341</u>	<u>5,470,493</u>
EXPENDITURES		
Capital outlay	<u>2,275,488</u>	<u>2,275,488</u>
Total expenditures	<u>2,275,488</u>	<u>2,275,488</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 3,191,853	 3,195,005
 Fund balances - beginning	 <u>845,037</u>	 <u>841,885</u>
Fund balances - ending	<u><u>\$ 4,036,890</u></u>	<u><u>\$ 4,036,890</u></u>

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

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

A Landowners' Meeting of the Ryals Creek Community Development District was held on November 5, 2024 at 9:00 a.m., at office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present was:

Ernesto Torres District Manager & Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:00 a.m. No others are in attendance.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Torres served as Chair to conduct the Landowners' Meeting.

Mr. Torres stated that he is the designated Proxy Holder for the Landowner Sawmill Timber LLC, who owns 467.93 acres, equating to 468 voting units. Mr. Torres is eligible to cast up to 468 votes per Seat.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 1, 2 & 4]

A. Nominations

Mr. Torres nominated the following:

Seat 1 Jan Malcom Jones, III

Seat 2 Clayton Riley Skinner

Seat 4 David Godfrey Skinner, Jr.

36 No other nominations were made.

37 **B. Casting of Ballots**

38 **I. Determine Number of Voting Units Represented**

39 A total of 648 voting units were represented.

40 **II. Determine Number of Voting Units Assigned by Proxy**

41 All 468 voting units were assigned by proxy to Mr. Torres, by the Landowner Sawmill
42 Timber, LLC.

43 Mr. Torres cast the following votes:

44 Seat 1 Jan Malcom Jones, III 468 Votes

45 Seat 2 Clayton Riley Skinner 467 Votes

46 Seat 4 David Godfrey Skinner, Jr. 468 Votes

47 **C. Ballot Tabulation and Results**

48 Ms. Suit reported the following ballot tabulation, results and term lengths:

49 Seat 1 Jan Malcom Jones, III 468 Votes 4-year Term

50 Seat 2 Clayton Riley Skinner 467 Votes 2-year Term

51 Seat 4 David Godfrey Skinner, Jr. 468 Votes 4-year Term

52

53 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

54

55 There were no Landowners' questions or comments.

56

57 **SIXTH ORDER OF BUSINESS**

Adjournment

58

59 There being nothing further to discuss, the meeting adjourned at 9:02 a.m.

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62 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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68 _____
Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT
MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Ryals Creek Community Development District held a Regular Meeting on November 12, 2024 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present were:

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

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:30 a.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Update: Construction Account Activity

Mr. Chip Skinner reviewed the Construction Account Activity and stated every page but the last page has been settled; all the expenditures and retainage have been paid or transferred over. The total cash available is \$1,195,870.85.

FOURTH ORDER OF BUSINESS**Public Comments: Agenda Items (3
Minutes Per Speaker)**

Mr. Torres stated Staff would like to modify the agenda to introduce a Trip Purchase Agreement between the CDD and Sawmill Timber.

▪ **Peak Hour Trips Purchase Agreement Between the CDD and Sawmill Timber LLC**

This item was an addition to the agenda.

Referencing a handout, Ms. Buchanan presented the Peak Hour Trips Purchase Agreement between the CDD and Sawmill Timber LLC, which accomplishes the following:

- Conveys to Sawmill Timber LLC roughly \$5.467 million in peak hour trips.
- The CDD will convey over 1,374.74 peak hour trips in exchange for \$5.467 million.

Mr. Chip Skinner stated there were previous discussions about doing this in the form of a Note but it was determined that it would be cleaner and better for Sawmill Timber to purchase the trips from the CDD, and then potential buyers can purchase them from Sawmill Timber, as needed. The CDD will eventually have to take out a loan, depending on how much property it sells.

Asked if the Agreement is complete, Ms. Buchanan replied affirmatively and stated the intent is to have it executed today and for the funds to close tomorrow.

On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor, the Peak Hour Trips Purchase Agreement Between the CDD and Sawmill Timber LLC, was approved.

FIFTH ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisor [SEATS 1, 2, 4] (the following to be provided in a separate package)

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Malcolm Jones, Mr. Clayton (Riley) Skinner and Mr. Davis Skinner. As experienced Board Members, Mr. Jones, Mr. Riley Skinner and Mr. Davis Skinner are familiar with the following:

- A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1**
- B. Membership, Obligation and Responsibilities**

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Mr. Torres presented Resolution 2025-01, and recapped the Landowner's Election results, as follows:

Seat 1	Jan Malcolm Jones, III	468 votes	4-year Term
Seat 2	Clayton Riley Skinner	467 votes	2-year Term
Seat 4	David Godrey Skinner, Jr.	468 votes	4-year Term

On MOTION by Mr. Chip Skinner and seconded by Mr. Riley Skinner, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Torres presented Resolution 2025-02. Mr. Eyrick nominated the following:

Chip Skinner	Chair
Malcolm Jones	Vice Chair
Riley Skinner	Assistant Secretary
Davis Skinner	Assistant Secretary
Chris Eyrick	Assistant Secretary

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary

113 Craig Wrathell Treasurer

114 Jeff Pinder Assistant Secretary

115

116 **On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor,**
117 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**
118 **District and Providing for an Effective Date, was adopted.**

119

120

121 **EIGHTH ORDER OF BUSINESS**

**Consideration of Conveyance of District
Property**

122

123

124 Ms. Buchanan stated the Conveyance of District Property was previously approved and
125 conveyed.

126 This item will be removed from future agendas.

127

128 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2024**

129

130

131 **On MOTION by Mr. Jones and seconded by Mr. Eyrick, with all in favor, the**
132 **Unaudited Financial Statements as of September 30, 2024, were accepted.**

133

134

135 **TENTH ORDER OF BUSINESS**

**Approval of October 8, 2024 Regular
Meeting Minutes**

136

137

138 **On MOTION by Mr. Jones and seconded by Mr. Eyrick with all in favor, the**
139 **October 8, 2024 Regular Meeting Minutes, as presented, were approved.**

140

141

142 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

143

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

145 There was no report.

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

147 Mr. Hall asked if Board Members received periodic updates from Vallencourt regarding
148 the construction schedule. A Board Member stated the last update was received on October 24,
149 2024. Mr. Chip Skinner asked for copies of the update to be sent to the entire Board.

150 Mr. Hall reported the following:

151 ➤ Going forward, Mr. Jason Allens, from the CEI side, will attend meetings.

➤ The project is progressing nicely; ¾ of the box culverts have been installed. Once that is completed, it will help to fill it and facilitate access.

➤ The pipes are being laid.

Discussion ensued regarding the construction schedule update, the NST program and the NST Agreement, Vallencourt's weather days, the permit for the Seven Pines area in regard to wetland impacts, Vallencourt's scope to dewater the lake, the plantings, installing the box culverts, elimination of Pond V, need to update the CDD's maps and the plan to create access via a box culvert crossing.

Mr. Hall stated, at the next meeting, Staff will provide updates regarding project timing, a cost for the pond adjustment over the berm weir from Vallencourt and what NST is responsible for with regard to liability.

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

- **NEXT MEETING DATE: December 10, 2024 at 9:30 AM**

- **QUORUM CHECK**

The December 10, 2024 meeting will be cancelled. The next meeting will be held on January 14, 2025 at 9:30 a.m.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Member comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Chip Skinner and seconded by Mr. Eyrick, with all in favor, the meeting adjourned at 10:11 a.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2024	Regular Meeting	9:30 AM
November 5, 2024	Landowners' Meeting	9:00 AM
November 12, 2024	Regular Meeting	9:30 AM
December 10, 2024 CANCELED	Regular Meeting	9:30 AM
January 14, 2025	Regular Meeting	9:30 AM
February 11, 2025	Regular Meeting	9:30 AM
March 11, 2025	Regular Meeting	9:30 AM
April 8, 2025	Regular Meeting	9:30 AM
May 13, 2025	Regular Meeting	9:30 AM
June 10, 2025	Regular Meeting	9:30 AM
July 8, 2025	Regular Meeting	9:30 AM
August 12, 2025	Regular Meeting	9:30 AM
September 9, 2025	Regular Meeting	9:30 AM