

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

March 18, 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

March 11, 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 March 18, 2025 at 9:00 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. 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 Sawmill Timber, LLC Construction Funding Agreement [TMA Road Phase 2A and 2B]
5. Consideration of National Stormwater Trust, Inc., Agreement for the Purchase and Installation of Smart Pond Equipment
6. Consideration of National Stormwater Trust, Inc., Agreement for Smart Pond Maintenance and Monitoring Services
7. Consideration of Vallencourt Construction Company, Inc. Change Order Request - ODP for Pipe and Structures [Stillwood Pines, Phase 2]
8. Ratification of Vallencourt Construction Company, Inc. Change Order 003 [Buckfield Pond Spillway]
9. Acceptance of Unaudited Financial Statements as of January 31, 2025
10. Approval of January 14, 2025 Regular Meeting Minutes
11. 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: April 8, 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

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

I look forward to seeing all o

f 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	
12/31/2024			518.84	
1/14/2025		Boggy Branch Requisition #8	8,778,796.00	
1/31/2025		Boggy Branch Requisition #23	7,876.83	
2/3/2025		Service Charge	(75.00)	
2/28/2025		Boggy Branch Requisition #32	20,528.29	
-	-	-	-	
-	-	-	-	
1/16/2025	1023	Vallencourt Construction Company, Inc.	(34,558.27)	
1/16/2025	-	-	-	
1/16/2025				
1/16/2025	1028	ECS Florida	(1,200.00)	
1/31/2025	1030	Vallencourt Construction Company, Inc.	(2,066,376.00)	
2/20/2025	1031	England-Thims & Miller, Inc.	(24,876.62)	
2/20/2025	1032	England-Thims & Miller, Inc.	(2,236.00)	
2/20/2025	1033	England-Thims & Miller, Inc.	(52,317.78)	
2/20/2025	1034	England-Thims & Miller, Inc.	(11,631.50)	
2/20/2025	1035	England-Thims & Miller, Inc.	(68,140.00)	
2/20/2025	1036	Leesburg Concrete Co., Inc.	(100,000.00)	
2/20/2025	1037	Rinker Materials	(200,710.38)	
2/20/2025	1038	The Arnold Group	(20,700.00)	
-	-	-	-	(2,582,746.55)
3/10/2025			-1250	
3/10/2025	1040	ECS Florida, LLC	(1,400.00)	
3/10/2025	1043	The Arnold Group	-249770	
3/10/2025	1044	Vallencourt Construction Co., Inc.	-2465428.21	
7/30/2021	32	Vallencourt Construction Company	(21,154.15)	
11/8/2021	-	Transfer in	218,741.12	
-	-	-	-	
1/31/2025	1030	Vallencourt Construction Company, Inc.	(108,756.64)	

**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)	
12/31/2024			518.84	
1/14/2025	39	Forterra Pipe & Precast - CONSTRUCTION DRAW #2	8,778,796.00	
1/31/2025	41	GP Materials, Inc. - CONSTRUCTION DRAW #3	7,876.83	
2/3/2025		Service Charge	(75.00)	
2/28/2025	42	Vallencourt Construction Company - CONSTRUCITON DRAW #5	20,528.29	
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				-
1/16/2025			-34558.27	\$ -

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	
12/31/2024		518.84	
1/14/2025	Parcel 10 lot closing - TMA Trip Revenue	8,778,796.00	
1/31/2025	TMA Trip Revenue	7,876.83	
2/3/2025	Service Charge	(75.00)	
2/28/2025	TMA Trip Revenue	<u>20,528.29</u>	
Total Construction Funds			17,088,098.20

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)
1/16/2025	1023	Vallencourt Construction Company, Inc.	(34,558.27)
1/16/2025	-	-	-
1/16/2025	-	-	-
1/16/2025	1028	ECS Florida	(1,200.00)
1/31/2025	1030	Vallencourt Construction Company, Inc.	(2,066,376.00)
2/20/2025	1031	England-Thims & Miller, Inc.	(24,876.62)
2/20/2025	1032	England-Thims & Miller, Inc.	(2,236.00)
2/20/2025	1033	England-Thims & Miller, Inc.	(52,317.78)
2/20/2025	1034	England-Thims & Miller, Inc.	(11,631.50)
2/20/2025	1035	England-Thims & Miller, Inc.	(68,140.00)
2/20/2025	1036	Leesburg Concrete Co., Inc.	(100,000.00)
2/20/2025	1037	Rinker Materials	(200,710.38)
2/20/2025	1038	The Arnold Group	(20,700.00)

Balance				<u>(13,485,208.92)</u>
				(13,485,208.92)
3/10/2025	1039	ECS Florida, LLC	(1,250.00)	
3/10/2025	1040	ECS Florida, LLC	(1,400.00)	
3/10/2025	1043	The Arnold Group	(249,770.00)	
3/10/2025	1044	Vallencourt Construction Co., Inc.	(2,465,428.21)	
-	-	-	-	
Balance			<u>(2,717,848.21)</u>	
1/31/2025	1030	Vallencourt Construction Company, Inc.	-108756.64	
-	-	-		
Total Cash Available (Excluding Retainage Payable)				<u>885,041.07</u>

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*

\$ 885,041.07

*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	
12/31/2024		518.84	
1/14/2025	TMA Trip Revenue	8,778,796.00	
1/31/2025		7,876.83	
2/3/2025	Service Charge	(75.00)	
2/28/2025		20,528.29	
Total Construction Funds			20,049,020.87

Requisitions:

Date	Requisition #	Payee	Amount
Payment verified			
9/16/2024	1001	Vallencourt Construction Company, Inc.	(2,441,418.88)
9/16/2024	1003	Ferguson Waterworks	(49,479.78)
9/16/2024	1004	Rinker Materials	(63,764.40)
9/19/2024		Transfer to cover Requisition #141	(132,318.50)
10/7/2024	1005	England-Thims & Miller, Inc.	(12,260.00)
10/7/2024	1006	Leesburg Concrete Co., Inc.	(17,255.90)
10/7/2024	1007	Rinker Materials	(184,328.53)
10/7/2024	1008	Ferguson Waterworks	(500,867.40)
10/7/2024	1009	Ferguson Waterworks	(222,638.00)
10/7/2024	1010	Vallencourt Construction Company, Inc.	(963,832.69)
11/22/2024	1014	Vallencourt Construction Company, Inc.	(1,161,632.95)
12/23/2024	1011	Rinker Materials	(211,247.50)
12/23/2024	1012	Rinker Materials	(632,127.45)
12/23/2024	1013	Ferguson Waterworks	(209,341.41)
12/23/2024	1015	England-Thims & Miller, Inc.	(34,000.00)
12/23/2024	1016	Rinker Materials	(341,781.53)
12/23/2024	1017	Ferguson Waterworks	(128,959.20)
12/23/2024	1018	Rinker Materials	(101,840.83)
12/23/2024	1019	Rinker Materials	(224,280.40)
12/23/2024	1020	Ferguson Waterworks	(409,481.00)
12/23/2024	1021	Rinker Materials	(213,160.40)
12/23/2024	1022	Ferguson Waterworks	(137,857.60)
12/23/2024	1023	Vallencourt Construction Company, Inc.	(2,218,415.36)
12/23/2024	1024	Rinker Materials	(281,551.78)
12/23/2024	1025	Rinker Materials	(347,534.42)
1/16/2025	1023	Vallencourt Construction Company, Inc.	(34,558.27)
1/16/2025	1027	Rinker Materials	(261,140.49)
1/16/2025	1029	Rinker Materials	(72,202.12)
1/16/2025	1028	ECS Florida	(1,200.00)
1/31/2025	1030	Vallencourt Construction Company, Inc.	(2,066,376.00)
2/20/2025	1031	England-Thims & Miller, Inc.	(24,876.62)
2/20/2025	1032	England-Thims & Miller, Inc.	(2,236.00)
2/20/2025	1033	England-Thims & Miller, Inc.	(52,317.78)
2/20/2025	1034	England-Thims & Miller, Inc.	(11,631.50)
2/20/2025	1035	England-Thims & Miller, Inc.	(68,140.00)
2/20/2025	1036	Leesburg Concrete Co., Inc.	(100,000.00)
2/20/2025	1037	Rinker Materials	(200,710.38)
2/20/2025	1038	The Arnold Group	(20,700.00)
Balance			(14,157,465.07)

Total Cash In Account

5,891,555.80

Presented to Trustee (awaiting verification)

Balance -

In circulation/awaiting funding (to be processed)

3/10/2025	1039	ECS Florida, LLC	(1,250.00)	
3/10/2025	1040	ECS Florida, LLC	(1,400.00)	
3/10/2025	1043	The Arnold Group	(249,770.00)	
3/10/2025	1044	Vallencourt Construction Co., Inc.	<u>(2,465,428.21)</u>	
Balance				(2,717,848.21)

Total Cash Available (Excluding Retainage Payable)	<u>3,173,707.59</u>
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Retainage Payable				
9/16/2024	1001	Vallencourt Construction Company, Inc.	(128,495.72)	
9/30/2024	1010	Vallencourt Construction Company, Inc.	(50,728.03)	
11/12/2024	1014	Vallencourt Construction Company, Inc.	(61,138.59)	
12/17/2024	1023	Vallencourt Construction Company, Inc.	(118,577.55)	
1/31/2025	1030	Vallencourt Construction Company, Inc.	<u>(108,756.64)</u>	
Balance				(467,696.53)

Total Available/(Shortfall): Assuming all Obligations Paid	<u>\$ 2,706,011.06</u>
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RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

B. Landowner and the District agree that all fees, costs, or other expenses incurred by the District for the services of the District's Engineer, Counsel, Manager, or other professionals, for the Work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the Work contemplated by this Agreement.

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

D. Landowner agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

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

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

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

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

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

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

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

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

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

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

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

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

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

**RYALS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

SAWMILL TIMBER, LLC

Witness

By: _____
Its: _____

SAWMILL TIMBER, LLC

Witness

By: _____
Its: _____

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

**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 ____ day of _____ 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 Engineer. 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.

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

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

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. SPECIAL DAMAGES. In addition to the indemnification requirements set forth in Section 7 (notwithstanding any limitations on liabilities or warranties set forth in Exhibit A, including the NST Master Terms Agreement) the Contractor acknowledges the CMAC-associated nutrient removal requirements of SJRWMD permit 147212-18, and additional costs associated with remedial action should the CMAC-associated nutrient removal requirements not be met. Accordingly, Contractor accepts responsibility for compliance with the permit conditions associated with monitoring and substantiating CMAC performance and/or the failure to achieve the permit requirements, 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
Proposal



2282 Killearn Center Boulevard
Tallahassee, Florida 32309
nationalstormwater.com

National Stormwater Trust, Inc.

ORDER ADDENDUM

Order: NST - Ryals Creek CDD Equipment Addendum

Effective Date: 01202025

By: JML

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. Backup system design	Included	ASAP	N/A	N/A
3. CMAC Equipment and Installation	\$192,632	TBD	20% on completion of SOW 4.c.ii., 20% upon receipt of procured equipment, 60% upon installation and system commissioning	30 days
4. Engineering support for commissioning	\$20,000	TBD	Upon system commissioning	30 days
5. Travel Expenses	T&M	As needed	Monthly	30 days

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

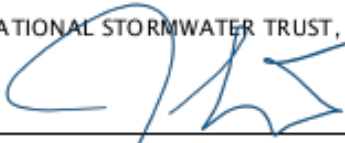
notification to Customer if any of the required policies, limits, or coverages are canceled, non-renewed, changed, suspended, or voided.

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.:



By: Jeff Littlejohn

Date: 01/20/2025

Its duly authorized representative

CUSTOMER:

By:

Date:

Its duly authorized representative

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

**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 ____ day of _____ 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 Killlearn 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 Engineer, 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 YEARS]** 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 **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 they state 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

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

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. 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 (notwithstanding any limitations on liabilities or warranties set forth in Exhibit A, including the NST Master Terms Agreement) the Contractor acknowledges the CMAC-associated nutrient removal requirements of SJRWMD permit 147212-18, and additional costs associated with remedial action should the CMAC-associated nutrient removal requirements not be met. Accordingly, Contractor accepts responsibility for compliance with the permit conditions associated with monitoring and substantiating CMAC performance and/or the failure to achieve the permit requirements, 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.

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

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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 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 December 31, 2025~~9~~. This Order shall automatically renew for a five year term 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. NST agrees to cooperate with the Customer to ensure full compliance with any requirements of the Customer's Environmental

Resource Permit. NST shall address any permit violations related to the CMAC equipment immediately and at its own expense. The CMAC equipment requires routine maintenance to preserve equipment warranties and to ensure accurate and dependable 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.

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. To the extent any attachments directly conflict with the terms of the Agreement itself, the terms of the Agreement will prevail.

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: Jeff Littlejohn
Its duly authorized representative

Date:

By: _____ Date: _____
Its duly authorized representative

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

CHANGE ORDER REQUEST

PROJECT: STILLWOOD PINES, PHASE 2

DATE: 10/28/2024

TO: RYALS CREEK CDD

JOB #: 2024-37

C/O: England, Thims & Miller, Inc.

Item	Description	Qty.	Units	Unit Price	Total
ODP Deduct for owner purchased materials - PIPE & STRUCTURES					
<u>Ferguson Waterworks - Pipe & Valves Only</u>					
1a	Storm - HP Pipe ODP	1	LS	\$ (481,925.00)	\$ (481,925.00)
1b	Sanitary - PVC Pipe ODP	1	LS	\$ (295,126.02)	\$ (295,126.02)
1c	Force Main - PVC Pipe & Valves ODP	1	LS	\$ (82,595.00)	\$ (82,595.00)
1d	Watermain - PVC Pipe & Valves ODP	1	LS	\$ (445,509.37)	\$ (445,509.37)
1e	Reuse - PVC Pipe & Valves ODP	1	LS	\$ (348,663.00)	\$ (348,663.00)
1f	<i>Tax Savings</i>	1	LS	\$ (99,304.10)	\$ (99,304.10)
<u>Rinker Materials - RCP Pipe & Precast Structures</u>					
2a	Storm - RCP Pipe & Precast ODP	1	LS	\$ (1,329,121.24)	\$ (1,329,121.24)
2b	Storm - Box Culvert ODP	1	LS	\$ (1,552,357.59)	\$ (1,552,357.59)
2c	Sanitary - Precast ODP	1	LS	\$ (249,428.48)	\$ (249,428.48)
2d	Lift Station - Wet Well ODP	1	LS	\$ (246,843.31)	\$ (246,843.31)
2e	Force Main - Precast ODP	1	LS	\$ (14,305.26)	\$ (14,305.26)
2f	<i>Tax Savings</i>	1	LS	\$ (203,598.35)	\$ (203,598.35)
TOTAL					\$ (5,348,776.72)

AGREED:

By:

TIM GADDIS

By:

Date: 10/28/2024

Date:



FERGUSON

STORM PIPE-HP

Item	Description	Qty	Price	Total
A60650020IBPL	60X20 HP DW STORM SLD PL PIPE**Tentative (temporary)	760	\$ 189.06	\$ 143,685.60
A48650020IBPL	48X20 HP DW STORM SLD PL PIPE	40	\$ 128.86	\$ 5,154.40
A42650020IBPL	42X20 HP DW STORM SLD PL PIPE	1920	\$ 91.52	\$ 175,718.40
A36650020IBPL	36X20 HP DW GRAY SLD PL PIPE	1400	\$ 71.25	\$ 99,750.00
A30650020IBPL	30X20 HP DW GRAY SLD PL PIPE	220	\$ 62.97	\$ 13,853.40
A24650020IBPL	24X20 HP DW GRAY SLD PL PIPE	580	\$ 40.12	\$ 23,269.60
A18650020IBPL	18X20 HP DW GRAY SLD PL PIPE	220	\$ 24.78	\$ 5,451.60
A06650020IB	6X20 N12 COR W/TITE HDPE PIPE BE	2760	\$ 4.05	\$ 11,178.00
A0667AA	6 N12 HDPE COR SNAP END CAP	276	\$ 14.00	\$ 3,864.00
				\$ 481,925.00

GRAVITY SEWER

SDR26HWSWP2414	24X14 F679 PS115 HW PVC GJ SWR PIPE	3402	\$ 75.63	\$ 257,293.26
SDR26HWSWP1014	10X14 SDR26 HW PVC GJ SWR PIPE	924	\$ 20.57	\$ 19,006.68
SDR26HWSXP14	8X14 SDR26 HW PVC GJ SWR PIPE	1456	\$ 12.93	\$ 18,826.08

FORCE MAIN

DR18GP16	16 C900 DR18 CL235 PVC GJ GREE PIPE	960	\$ 53.15	\$ 51,024.00
DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	1640	\$ 12.00	\$ 19,680.00
AFC2616DLAFMM	16 DI MJ RW OL SS STEM VLV L/A	2	\$ 4,594.00	\$ 9,188.00
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	3	\$ 901.00	\$ 2,703.00

\$ 295,126.02

WATER MAIN

DR25BP16	16 C900 DR25 CL165 PVC GJ BLUE PIPE	6680	\$ 38.90	\$ 259,852.00
AFT250P16	16 CL250 CL DI FASTITE PIPE	60	\$ 79.00	\$ 4,740.00
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	680	\$ 43.42	\$ 29,525.60
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	200	\$ 11.98	\$ 2,396.00
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	40	\$ 6.63	\$ 265.36
AX42250300	2X300 CTS 250 PSI NSF BLUE	300	\$ 2.00	\$ 600.00
AFC2616DLAFMM	16 DI MJ RW OL SS STEM VLV L/A	12	\$ 4,594.00	\$ 55,128.00
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	11	\$ 2,870.00	\$ 31,570.00
AFC2612DLAFTM	12 DI MJ RW OL SS TAPN VLV L/A	1	\$ 4,482.41	\$ 4,482.41
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	15	\$ 911.00	\$ 13,665.00
AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	1	\$ 700.00	\$ 700.00
AFCB84BLAOLPJAX	5-1/4 VO B84B HYD 4 OL L/A JAX	15	\$ 2,839.00	\$ 42,585.00

\$ 82,595.00

REUSE MAIN

DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	6200	\$ 43.42	\$ 269,204.00
AFT350P12	12 CL350 CL DI FASTITE PIPE	60	\$ 55.00	\$ 3,300.00
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	1300	\$ 20.53	\$ 26,689.00
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	12	\$ 2,870.00	\$ 34,440.00
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	10	\$ 1,433.00	\$ 14,330.00
AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	1	\$ 700.00	\$ 700.00
				\$ 1,171,893.39

\$ 445,509.37

\$ 348,663.00

TOTAL \$ 1,653,818.39

RINKER

SANITARY / STORM PRECAST STRUCTURES

Description	Quantity	Unit Price	Extended Price
Bid Item: ALT OPTION\LS#2\WET WELL - 144" Diameter Wet Well (12" wall, 18" base, 12" top slab) (26'-28' deep) 36X54 ALUMINUM	1	\$108,955.85	\$108,955.85
Bid Item: ALT OPTION 2\LS#2\JUNCTION MANHOLE - 144" Diameter (12" wall, 18" base, 12" top slab) (22'-24' deep) 42" x 48" x 12" PRECAST CONCRETE	1	\$91,754.53	\$91,754.53
Bid Item: PH 2A\LS#1\WET WELL - 96" Diameter Wet Well (9" wall, 12" base, 12" top slab) (20'-22' deep) 42X54 ALUMINUM HOOD	1	\$46,132.93	\$46,132.93
LIFT STATION TOTAL			\$246,843.31
AIR RELEASE - 48" Diameter JEA (5" wall, 8" top slab) (00'-06' deep) EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	3	\$4,768.42	\$14,305.26
FORCE MAIN TOTAL			\$14,305.26
Bid Item: PH 2A\r\nJUNCTION MANHOLE - 60" Diameter JEA Type A (6" wall, 8" base) (14'-16' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	1	\$13,313.08	\$13,313.08
Bid Item: PH 2A\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (10'-12' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	1	\$4,347.86	\$4,347.86
Bid Item: PH 2A\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (12'-14' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	3	\$4,599.33	\$13,797.99
Bid Item: PH 2A\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (14'-16' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	3	\$4,920.93	\$14,762.79
Bid Item: PH 2B\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (06'-08' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	1	\$3,237.42	\$3,237.42
Bid Item: PH 2B\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (08'-10' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	2	\$3,839.12	\$7,678.24
Bid Item: PH 2B\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (10'-12' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	3	\$4,134.52	\$12,403.56
Bid Item: PH 2B\r\nSANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (12'-14' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	2	\$4,516.68	\$9,033.36
Bid Item: PH 2B\r\nSANITARY MANHOLE - 72" Diameter JEA Type G (7" wall, 8" base) (10'-12' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	1	\$13,470.06	\$13,470.06
Bid Item: PH 2B\r\nSANITARY MANHOLE - 72" Diameter JEA Type G (7" wall, 8" base) (12'-14' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	5	\$15,131.13	\$75,655.65
Bid Item: PH 2B\r\nSANITARY MANHOLE - 72" Diameter JEA Type G (7" wall, 8" base) (14'-16' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	4	\$16,489.84	\$65,959.36
JUNCTION MANHOLE - 72" Diameter JEA Type G (7" wall, 8" base) (14'-16' deep) Boots, EW-1 COATING BLACK (Exterior), Joint Seal, Joint Wrap, Sealant	1	\$15,769.11	\$15,769.11
SANITARY TOTAL			\$249,428.48
CONTROL STRUCTURE - 6' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base, 8" top slab) (08'-10' deep) ALUMINUM WEIR	1	\$10,491.15	\$10,491.15
CONTROL STRUCTURE - 7' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base, 8" top slab) (10'-12' deep) ALUMINUM WEIR	3	\$13,119.07	\$39,357.21
CURB INLET - 4' x 7' (8" wall, 8" base, 8" top slab) (14'-16' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	2	\$8,317.86	\$16,635.72
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (00'-06' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	23	\$2,493.51	\$57,350.73
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (06'-08' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	2	\$2,765.24	\$5,530.48
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	2	\$3,249.74	\$6,499.48
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (10'-12' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$3,591.86	\$3,591.86
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (12'-14' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$3,821.36	\$3,821.36
CURB INLET - 5' x 4' (6" wall, 8" base, 8" top slab) (06'-08' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$3,580.75	\$3,580.75
CURB INLET - 5' x 5' (6" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$4,520.00	\$4,520.00
CURB INLET - 6' x 6' (6" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$5,433.75	\$5,433.75
CURB INLET - 6' x 6' (6" wall, 8" base, 8" top slab) (10'-12' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$6,877.11	\$6,877.11
CURB INLET - 60" Diameter (6" wall, 8" base, 8" top slab) (06'-08' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	3	\$3,753.36	\$11,260.08
CURB INLET - 60" Diameter (6" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$3,243.36	\$3,243.36
CURB INLET - 60" Diameter (6" wall, 8" base, 8" top slab) (10'-12' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	2	\$4,433.36	\$8,866.72
CURB INLET - 7' x 4' (8" wall, 8" base, 8" top slab) (06'-08' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	2	\$5,480.50	\$10,961.00
CURB INLET - 7' x 4' (8" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$6,279.50	\$6,279.50
CURB INLET - 7' x 7' (8" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$7,422.75	\$7,422.75
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (06'-08' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	2	\$5,119.73	\$10,239.46
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (08'-10' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	7	\$6,015.57	\$42,108.99
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (10'-12' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	4	\$5,708.36	\$22,833.44
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (12'-14' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	4	\$6,342.67	\$25,370.68
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (14'-16' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$6,736.86	\$6,736.86
CURB INLET - 9' x 4' (8" wall, 8" base, 8" top slab) (16'-18' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	4	\$10,385.48	\$41,541.92
CURB INLET - 9' x 7' (8" wall, 8" base, 8" top slab) (14'-16' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$12,733.61	\$12,733.61
CURB INLET - 9' x 9' (8" wall, 8" base, 8" top slab) (16'-18' deep) USF 5146-6210 Frame & Grate, USF 5147 Hood,	1	\$14,590.86	\$14,590.86
INLET - 2' x 3.08' FDOT INDEX 425-052 Type C (6" wall, 6" base) (00'-06' deep) Eyebolts & Chains, USF 6212 Cast Iron Grate,	2	\$1,434.50	\$2,869.00
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (00'-06' deep) Eyebolts & Chains, USF 6290 Cast Iron Grate,	2	\$2,619.20	\$5,238.40
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (08'-10' deep) Eyebolts & Chains, USF 6290 Cast Iron Grate,	1	\$3,590.32	\$3,590.32
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (12'-14' deep) Eyebolts & Chains, USF 6290 Cast Iron Grate,	1	\$4,644.32	\$4,644.32
INLET - 3' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base) (00'-06' deep) Eyebolts & Chains, USF 6305 Cast Iron Grate,	3	\$4,146.22	\$12,438.66
INLET - 3' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base) (06'-08' deep) Eyebolts & Chains, USF 6305 Cast Iron Grate,	2	\$4,974.27	\$9,948.54
INLET - 3' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base) (08'-10' deep) Eyebolts & Chains, USF 6305 Cast Iron Grate,	2	\$5,752.02	\$11,504.04
INLET - 8' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base, 8" top slab) (06'-08' deep) Eyebolts & Chains, USF 6622 Steel	1	\$9,740.40	\$9,740.40
STORM MANHOLE - 48" Diameter FDOT Index 425-010 (5" wall, 8" base, 8" top slab) (08'-10' deep) USF 170-E Ring & Cover,	1	\$2,712.31	\$2,712.31
STORM MANHOLE - 48" Diameter Storm MH-655-U 60 (5" wall, 8" base, 8" top slab) (00'-06' deep) USF 655-U Ring & Cover,	1	\$2,216.80	\$2,216.80
STORM MANHOLE - 48" Diameter Storm MH-655-U 60 (5" wall, 8" base, 8" top slab) (06'-08' deep) USF 655-U Ring & Cover,	1	\$2,848.55	\$2,848.55
STORM MANHOLE - 48" Diameter Storm MH-655-U 60 (5" wall, 8" base, 8" top slab) (10'-12' deep) USF 655-U Ring & Cover,	1	\$3,413.80	\$3,413.80
STORM MANHOLE - 5' x 5' FDOT Index 425-010 (6" wall, 8" base, 8" top slab) (08'-10' deep) USF 170-E Ring & Cover,	1	\$4,552.56	\$4,552.56
STORM MANHOLE - 6' x 6' FDOT Index 425-010 (6" wall, 8" base, 8" top slab) (16'-18' deep) USF 170-E Ring & Cover,	1	\$6,533.06	\$6,533.06
STORM MANHOLE - 60" Diameter FDOT Index 425-010 (6" wall, 8" base, 8" top slab) (08'-10' deep) USF 170-E Ring & Cover,	1	\$3,545.31	\$3,545.31
STORM MANHOLE - 9' x 8' FDOT Index 425-010 (8" wall, 8" base, 8" top slab) (16'-18' deep) USF 170-E Ring & Cover,	1	\$17,277.06	\$17,277.06

18" MITERED END SECTION 4:1	4	\$634.52	\$2,538.08
36" MITERED END SECTION 4:1	2	\$2,236.78	\$4,473.56
24" MITERED END SECTION 4:1	2	\$1,095.82	\$2,191.64

STORM TOTAL

\$500,155.24

BOX CULVERT

12' x 9' Box Culvert - BC-01	303	\$1,739.81	\$527,162.43
10x5 Pcast Culvert 6' length P1 Standard	972	\$997.00	\$969,084.00
10x5 Culvert Exp steel Skew P2 4.72' length	6	\$4,705.84	\$28,235.04
10x5 Culvert Plain End Skew P3 4.66' length	6	\$4,646.02	\$27,876.12

BOX CULVERT TOTAL

\$1,552,357.59

RCP PIPE

18x8' CL3 PF RCP GR	2416	\$32.00	\$77,312.00
24x8' CL3 PF RCP GR	560	\$49.60	\$27,776.00
30x8' CL3 PF RCP GR	152	\$76.00	\$11,552.00
36x8' CL3 PF RCP GR	16	\$104.00	\$1,664.00
42x8' CL3 PF RCP GR	112	\$140.00	\$15,680.00
48x8' CL3 PF RCP GR	240	\$172.00	\$41,280.00
54x8' CL3 PF RCP GR	720	\$220.00	\$158,400.00
60x8' CL3 PF RCP GR	184	\$276.00	\$50,784.00
66x8' CL3 PF RCP	120	\$344.00	\$41,280.00
72x8' CL3 PF RCP GR	912	\$440.00	\$401,280.00
#711 Lubricant 8LB	178	\$11.00	\$1,958.00

RCP PIPE TOTAL

\$828,966.00

TOTAL

\$3,392,055.88

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Blake Bowmaster **FERGUSON**

ADDRESS: 9692 Florida Mining Blvd W. Building #100 Jacksonville FL 32257

TELEPHONE NUMBER: (904) 268-2551

2. Manufacturer or brand, model, or specification number of the item.

Drainage, water, sewer and reclaim pipe

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 1,653,818.39

5. The sales tax associated with the price quote: \$ 99,304.10

6. Shipping and handling insurance cost. \$0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Ryals Creek Community Development District


Authorized Signature (Title)

8/2/24
Date

PURCHASING AGENT: England-Thims & Miller, Inc.


Authorized Signature (Title)

7/23/04
Date

CONTRACTOR: Vallencourt Construction Inc.


Authorized Signature (Title)

7/17/2024
Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: RCCDD-24-002
RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

Owner:	Ryals Creek Community Development District PO Box 810036 Boca Raton, FL 33481	Seller:	Ferguson Waterworks
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etminc.com	Address:	9692 Florida Mining Blvd W Building #100 Jacksonville FL 32257 Attn: Blake Bowmaster Blake.bowmaster@ferguson.com
Phone:	(904) 518-7056	Phone:	(904) 268 2551

Project Name:	Stillwood Pines Phase 2	Contract Date:	06/12/2024
Project Address:	Kernan Blvd. and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	RCCDD -24-002

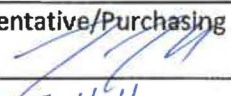
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$1,653,818.39

Certificate of Exemption # 85-8017931793C-7

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Owner Representative/Purchasing Agent
By: ETM, Inc. 
Name: Jason T. Hall
Title: Shareholder
Date Executed: 7/27/24

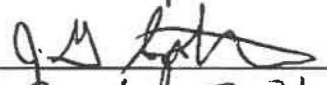
Ferguson Enterprises
Seller
By: FEI 
Name: John Gordon Spottswood
Title: Branch Manager 149
Date Executed: 7/19/2024

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A



FERGUSON WATERWORKS-JAX #140
9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257
Phone: 904-268-2551
Fax: 904-268-2053

Deliver To:
From: Blake Bowmaster
Comments:

06:51:09 JUL 17 2024

Page 1 of 2

FEL-JACKSONVILLE WW -#149
Price Quotation
Phone: 904-268-2551
Fax: 904-268-2053

Bid No: B616372
Bid Date: 07/17/24
Quoted By: WBB

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer: RYALS CREEK COMMUNITY DEV
PO BOX 810036
STILLWOOD PINES PHASE 2
BOCA RATON, FL 33481

Ship To: RYALS CREEK COMMUNITY DEV
PO BOX 810036
STILLWOOD PINES PHASE 2
BOCA RATON, FL 33481

Cust PO#: DPO

Job Name: STILLWOOD PINES 2

Item	Description	Quantity	Net Price	UM	Total
	STILLWOOD PINES BLVD PH2 1				
	DPO BID				
	SEWER				
SDR26HWSP2414	24X14 F679 PS115 HW PVC GJ SWR PIPE	3402	75.630	FT	257293.26
SDR26HWSP1014	10X14 SDR26 HW PVC GJ SWR PIPE	924	20.570	FT	19006.68
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	1456	12.930	FT	18826.08
	FORCE MAIN				
DR18GP16	16 C900 DR18 CL235 PVC GJ GREE PIPE	980	53.150	FT	61024.00
DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	1640	12.000	FT	19680.00
	AFC2616DLAFMM				
AFC2606DLAFMM	16 DI MJ RW OL SS STEM VLV L/A	2	4594.000	EA	9188.00
	6 DI MJ RW OL SS STEM VLV L/A	3	901.000	EA	2703.00
	WATER MAIN				
DR25BP16	16 C900 DR25 CL165 PVC GJ BLUE PIPE	6680	38.900	FT	259852.00
AFT250P16	16 CL250 CL DI FASTITE PIPE	60	79.000	FT	4740.00
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	680	43.420	FT	29525.80
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	200	11.980	FT	2396.00
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	40	6.634	FT	265.36
AX42250300	2X300 CTS 250 PSI NSF BLUE	300	2.000	FT	600.00
	AFC2616DLAFMM				
AFC2612DLAFMM	16 DI MJ RW OL SS STEM VLV L/A	12	4594.000	EA	55128.00
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	11	2870.000	EA	31570.00
AFC2612DLAFMM	12 DI MJ RW OL SS TAPN VLV L/A	1	4482.410	EA	4482.41
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	15	911.000	EA	13665.00
AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	1	700.000	EA	700.00
	AFCB84BLAOLPJAX				
	5-1/4 VO B84B HYD 4 OL L/A JAX	15	2839.000	EA	42585.00
	REUSE MAIN				
DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	6200	43.420	FT	269204.00
AFT350P12	12 CL350 CL DI FASTITE PIPE	60	55.000	FT	3300.00
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	1300	20.530	FT	26689.00



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=69218>

FERGUSON®

WATERWORKS

FEL-JACKSONVILLE WW -#149
Price Quotation

Fax: 904-268-2053

Page 2 of 2

06:51:09 JUL 17 2024
Reference No: B616372

Item	Description	Quantity	Net Price	UM	Total
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV UA	12	2810.000	VI	34440.00
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV UA	10	1433.000	EA	14330.00
AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV UA	1	700.000	EA	700.00
Net Total:					\$1171893.39
Tax:					\$70351.10
Freight:					\$0.00
Total:					\$1242244.49

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/NBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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complete a survey about your bids:

<https://survey.meda11ia.com/?bidsorder&fc=149&on=69218>

FERGUSON® WATERWORKS

FERGUSON WATERWORKS-JAX #149
9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257
Phone: 904-268-2551
Fax: 904-268-2053

Deliver To:
From: **Blake Bowmaster**
Comments:

14:18:42 JUN 20 2024

Page 1 of 1

FEL-JACKSONVILLE WW-#149

Price Quotation

Phone: 904-268-2551

Fax: 904-268-2053

Bid No: B614257
Bid Date: 06/20/24
Quoted By: WBB

Cust Phone: 904-291-9330
Terms: NET 10TH PROX

Customer: VALLENCOURT CONSTR CO INC
PO BOX 1889
STILLWOOD PINES PHASE 2
GREEN COVE SPRINGS, FL 32043

Ship To: VALLENCOURT CONSTR CO INC
PO BOX 1889
STILLWOOD PINES PHASE 2
GREEN COVE SPRINGS, FL 32043

Cust PO#: ADS STORM DRAIN

Job Name: STILLWOOD PINES PHASE 2

Item	Description	Quantity	Net Price	UM	Total
A606500201BPL	60X20 HP DW STORM SLD PL PIPE	760	189.060	FT	143685.60
A486500201BPL	48X20 HP DW STORM SLD PL PIPE	40	128.860	FT	5154.40
A426500201BPL	42X20 HP DW STORM SLD PL PIPE	1920	91.520	FT	175718.40
A366500201BPL	36X20 HP OW GRAY SLD PI PIPE	1400	71.250	FT	99750.00
A306500201BPL	30X20 HP DW GRAY SLD PI PIPE	220	62.970	FT	13853.40
A246500201BPL	24X20 HP OW GRAY SLD PI PIPE	580	40.120	FT	23269.60
A186500201BPL	18X20 HP DW GRAY SLD PI PIPE	220	24.780	FT	5451.60
A066500201B	6X20 N12 COR W/TITE HOPE PIPE BE	2760	4.050	FT	11178.00
A0667AA	6 N12 HOPE COR SNAP END CAP	276	14.000	EA	3864.00
Net Total:					\$481925.00
Tax:					\$28953.00
Freight:					\$0.00
Total:					\$510878.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/DBE/SDVE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL STATE LOCAL GOVERNMENT PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/Uswebsite-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

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Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=69048>

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence ~~utmost importance~~ with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the mutually agreed upon Schedule. Owner may cancel the affected part of this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance. Acceptance shall be deemed to occur within five (5) days after delivery unless Owner notifies Supplier of any defects or discrepancies.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. ~~Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.~~
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new and, shall be free from defects, ~~shall be of merchantable quality, and shall be fit for use on the District's tennis courts.~~ Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. With respect to the underlying products, OWNER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SUPPLIER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SUPPLIER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, ~~and arising out of or incidental to the performance of this Order.~~ The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of ~~Owner~~each Party.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** ~~Notwithstanding anything herein to the contrary,~~ Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have. Notwithstanding anything herein to the contrary, Owner shall not be entitled to terminate without cause with respect to any special order or specially fabricated materials unless Supplier can terminate its order with its vendors and in such event, Owner shall be required to pay to Supplier any actual costs incurred by Supplier in connection with such termination, including but not limited to termination, cancellation or restocking fees.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Ryals Creek Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017931793C-7, affirms that the tangible personal property purchased pursuant to Purchase Order Number RCCDD-24-002 from Ferguson Waterworks (Vendor) on or after 06/11/2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated 06/11/2024 with Vallencourt Construction Co. Inc. (Contractor) for the construction of Stillwood Pines Phase 2.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Ryals Creek Community Development District.



Signature of Authorized Representative
of Governmental Entity/Title

7/31/2024

Date



Purchasing Agent

7/23/24

Date

Federal Employer Identification Number: 37-1957820

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Rick Parker **RINKER MATERIALS**

ADDRESS: 4210 US-17, Green Cove Springs FL, 32043.

TELEPHONE NUMBER: (904) 504-4871

2. Manufacturer or brand, model, or specification number of the item.

Concrete Precast pipe and structures

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 3,392,055.88

5. The sales tax associated with the price quote: \$ 203,598.35

6. Shipping and handling insurance cost. \$0.0

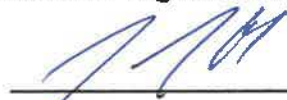
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: **Ryals Creek Community Development District**


Authorized Signature (Title) CHAIR

10/15/24
Date

PURCHASING AGENT: **England-Thims & Miller, Inc.**


Authorized Signature (Title)

10/16/24
Date

CONTRACTOR: **Vallencourt Construction Inc.**


Authorized Signature (Title)

10/11/2024
Date

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

PURCHASE ORDER

PURCHASE ORDER - P.O.: RCCDD-24-001
RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

Owner:	Ryals Creek Community Development District PO Box 810036 Boca Raton, FL 33481	Seller:	Rinker Materials
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etminc.com	Address:	4210 US -17 Green Cove Springs FL 32043 Attn: Richard Parker Richard.parker@rinkerpipe.com
Phone:	(904) 518-7056	Phone:	(904) 504 4871

Project Name:	Stillwood Pines Phase 2	Contract Date:	06/12/2024
Project Address:	Kernan Blvd. and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	RCCDD -24-001

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 3,392,055.88

Certificate of Exemption # 85-8017931793C-7

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



Owner Representative/Purchasing Agent
By: ETM, Inc.
Name: Jason T. Hall
Title: Shareholder
Date Executed: 10/16/24

Seller
By: 
Name: Alexis Graves
Title: AC Manager
Date Executed: 10.11.24

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

EXHIBIT A



Quotation

Quote # QUO-671980-L3B4L3					
Date	06/12/2024	Account Name	Vallencourt Construction Co Inc	Reply-To	
Quote #	QUO-671980-L3B4L3	Contact Name	Vallencourt Construction Co Inc	Account Manager	Rick Parker
Revision #	0	Contact Phone	(904) 291-9330	Address	4210 US-17, GREEN COVE SPRINGS, FL 32043
Project Name	Stillwood Pines Blvd PH2	Contact Fax		Phone	904-504-4871
Project #	797275	Contact Email		Fax	
Project Address	Stillwood Pines Blvd, Jacksonville, FL 32224			Email	Richard.Parker@rinkerpipe.com
Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com . A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.					

SANITARY

AIR RELEASE - 48" Diameter JEA (5" wall, 8" top slab) (00'-06' deep) With: EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, SPECTRASHIELD (INTERIOR), USF 655-GJ TRS RING & COVER IDs: ARV-01, ARV-02, ARV-03	3.00	EA	\$4,768.42	\$14,305.26
Bid Item: ALT OPTION 2 JUNCTION MANHOLE - 144" Diameter (12" wall, 18" base, 12" top slab) (22'-24' deep) With: 42*48 ALUMINUM HATCH, BOOTS, EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, SPECTRASHIELD (INTERIOR) Notes: Due to MFG and Shipping constraints Top Slab is bid as 14' Outside Deminsion. any further extension is by others in field. Link Seal/Sleeves and drop encasement by Others **HEAVY LIFT 35 TONS** IDs: OPT2 SMH-09	1.00	EA	\$91,754.53	\$91,754.53
Bid Item: ALT OPTION WET WELL - 144" Diameter Wet Well (12" wall, 18" base, 12" top slab) (26'-28' deep) With: 36X54 ALUMINUM HATCH (QTY 3), BOOTS, EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, SPECTRASHIELD (INTERIOR) Notes: Due to MFG and Shipping constraints Top Slab is bid as 14' Outside Deminsion. any further extension is by others in field. Link Seal/Sleeves by Others **HEAVY LIFT 35 TONS** IDs: OPTWW SS-OUT2	1.00	EA	\$108,955.85	\$108,955.85
Bid Item: PH 2A JUNCTION MANHOLE - 60" Diameter JEA Type A (6" wall, 8" base) (14'-16' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, SPECTRASHIELD (INTERIOR), USF 655-GJ TRS RING & COVER	1.00	EA	\$13,313.08	\$13,313.08

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

Bid Item: PH 2A SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (10'-12' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-08	1.00	EA	\$4,347.86	\$4,347.86
Bid Item: PH 2A SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (12'-14' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-01, SMH-05, SMH-06	3.00	EA	\$4,599.33	\$13,797.99
Bid Item: PH 2A SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (14'-16' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-02, SMH-04, SMH-07	3.00	EA	\$4,920.93	\$14,762.79
Bid Item: PH 2A WET WELL - 96" Diameter Wet Well (9" wall, 12" base, 12" top slab) (20'-22' deep) With: 42X54 ALUMINUM HATCH, BOOTS, EW1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, SPECTRASHIELD (INTERIOR) Notes: Link Seal/Sleeves by Others IDs: SS-OUT1	1.00	EA	\$46,132.93	\$46,132.93
Bid Item: PH 2B SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (06'-08' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-10A	1.00	EA	\$3,237.42	\$3,237.42
Bid Item: PH 2B SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (08'-10' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-25, SMH-26	2.00	EA	\$3,839.12	\$7,678.24
Bid Item: PH 2B SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (10'-12' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-12, SMH-22, SMH-23	3.00	EA	\$4,134.52	\$12,403.56
Bid Item: PH 2B SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (12'-14' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: SMH-16, SMH-19	2.00	EA	\$4,516.68	\$9,033.36

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CURB INLET - 4' x 7' (8" wall, 8" base, 8" top slab) (14'-16' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-52, S-53	2.00	EA	\$8,317.86	\$16,635.72
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: D-37A, S-04, S-08, S-10, S-12, S-15, S-18, S-22, S-24, S-30, S-31, S-32, S-36, S-41, S-44, S-47, S-48, S-54, S-56, S-60, S-63, S-65, S-67	23.00	EA	\$2,493.51	\$57,350.73
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-S- 61, S-S-64	2.00	EA	\$2,765.24	\$5,530.48
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: D- 40A, S-20	2.00	EA	\$3,249.74	\$6,499.48
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-23	1.00	EA	\$3,591.86	\$3,591.86
CURB INLET - 48" Diameter (5" wall, 8" base, 8" top slab) (12'-14' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-21	1.00	EA	\$3,821.36	\$3,821.36
CURB INLET - 5' x 4' (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-59	1.00	EA	\$3,580.75	\$3,580.75
CURB INLET - 5' x 5' (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-01	1.00	EA	\$4,520.00	\$4,520.00
CURB INLET - 6' x 6' (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-35	1.00	EA	\$5,433.75	\$5,433.75
CURB INLET - 6' x 6' (6" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-36A	1.00	EA	\$6,877.11	\$6,877.11
CURB INLET - 60" Diameter (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: D- 37B, S-33, S-66	3.00	EA	\$3,753.36	\$11,260.08
CURB INLET - 60" Diameter (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-57A	1.00	EA	\$3,243.36	\$3,243.36
CURB INLET - 60" Diameter (6" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-05, S-06	2.00	EA	\$4,433.36	\$8,866.72
CURB INLET - 7' x 4' (8" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-55, S-58	2.00	EA	\$5,480.50	\$10,961.00
CURB INLET - 7' x 4' (8" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-51	1.00	EA	\$6,279.50	\$6,279.50
CURB INLET - 7' x 7' (8" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-57	1.00	EA	\$7,422.75	\$7,422.75

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

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CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-34, S-62	2.00	EA	\$5,119.73	\$10,239.46
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-02, S-03, S-09, S-11, S-37, S-39, S-43	7.00	EA	\$6,015.57	\$42,108.99
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-07, S-13, S-38, S-45	4.00	EA	\$5,708.36	\$22,833.44
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (12'-14' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-14, S-16, S-40, S-42	4.00	EA	\$6,342.67	\$25,370.68
CURB INLET - 72" Diameter (7" wall, 8" base, 8" top slab) (14'-16' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-17	1.00	EA	\$6,736.86	\$6,736.86
CURB INLET - 9' x 4' (8" wall, 8" base, 8" top slab) (16'-18' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-46A, S-48A, S-49, S-50A	4.00	EA	\$10,385.48	\$41,541.92
CURB INLET - 9' x 7' (8" wall, 8" base, 8" top slab) (14'-16' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-50	1.00	EA	\$12,733.61	\$12,733.61
CURB INLET - 9' x 9' (8" wall, 8" base, 8" top slab) (16'-18' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-46	1.00	EA	\$14,590.86	\$14,590.86
INLET - 2' x 3.08' FDOT INDEX 425-052 Type C (6" wall, 6" base)(00'-06' deep)With: EYEBOLTS & CHAINS, USF 6212 CAST IRON GRATE IDs: DB-V3, DB-V4	2.00	EA	\$1,434.50	\$2,869.00
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (00'-06' deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE IDs: DB-V1, DB-V2	2.00	EA	\$2,619.20	\$5,238.40
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (08'-10' deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE IDs: ES-200	1.00	EA	\$3,590.32	\$3,590.32
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (12'-14' deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE IDs: ES-203	1.00	EA	\$4,644.32	\$4,644.32
INLET - 3' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base) (00'-06' deep) With: EYEBOLTS & CHAINS, USF 6305 CAST IRON GRATE IDs: DB-E2, DB-E6, DB-E7	3.00	EA	\$4,146.22	\$12,438.66
INLET - 3' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base) (06'-08' deep) With: EYEBOLTS & CHAINS, USF 6305 CAST IRON GRATE IDs: DB-E1, DB-E3	2.00	EA	\$4,974.27	\$9,948.54
INLET - 3' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base) (08'-10' deep) With: EYEBOLTS & CHAINS, USF 6305 CAST IRON GRATE IDs: DB-E4, DB-E5	2.00	EA	\$5,752.02	\$11,504.04

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INLET - 8' x 6.58' FDOT INDEX 425-052 Type H (8" wall, 8" base, 8" top slab) (06'-08' deep) With: EYEBOLTS & CHAINS, USF 6622 STEEL GRATE - PAINTED Notes: Provided elevations do not work with planned pipe. increased elevations to accomodate pipe. IDs: DB-A1	1.00	EA	\$9,740.40	\$9,740.40
STORM MANHOLE - 48" Diameter FDOT Index 425-010 (5" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 170-E RING & COVER IDs: MH-A1	1.00	EA	\$2,712.31	\$2,712.31
STORM MANHOLE - 48" Diameter Storm MH-655-U 60 (5" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 655-U RING & COVER IDs: YS-4	1.00	EA	\$2,216.80	\$2,216.80
STORM MANHOLE - 48" Diameter Storm MH-655-U 60 (5" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 655-U RING & COVER IDs: YS-3	1.00	EA	\$2,848.55	\$2,848.55
STORM MANHOLE - 48" Diameter Storm MH-655-U 60 (5" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 655-U RING & COVER IDs: YS-2	1.00	EA	\$3,413.80	\$3,413.80
STORM MANHOLE - 5' x 5' FDOT Index 425-010 (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 170-E RING & COVER IDs: D-MH1	1.00	EA	\$4,552.56	\$4,552.56
STORM MANHOLE - 6' x 6' FDOT Index 425-010 (6" wall, 8" base, 8" top slab) (16'-18' deep) With: USF 170-E RING & COVER IDs: MH-A2	1.00	EA	\$6,533.06	\$6,533.06
STORM MANHOLE - 60" Diameter FDOT Index 425-010 (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 170-E RING & COVER IDs: ES-201	1.00	EA	\$3,545.31	\$3,545.31
STORM MANHOLE - 9' x 8' FDOT Index 425-010 (8" wall, 8" base, 8" top slab) (16'-18' deep) With: USF 170-E RING & COVER IDs: S-19	1.00	EA	\$17,277.06	\$17,277.06

10' Span x 5' rise precast box culvert (6' joint) Approx weight per join 13.4 tons	972.00	FT	\$997.00	\$969,084.00
10' Span x 5' Culvert Exp steel Skew P2 4.72' length	6.00	FT	\$4,705.84	\$28,235.04
10' Span x 5' Culvert Exp steel Skew P2 4.72' length	6.00	FT	\$4,646.02	\$27,876.12

18x8' CL3 PF RCP	2416.00	FT	\$32.00	\$77,312.00
24x8' CL3 PF RCP	560.00	FT	\$49.60	\$27,776.00
30x8' CL3 PF RCP	152.00	FT	\$76.00	\$11,552.00
36x8' CL3 PF RCP	16.00	FT	\$104.00	\$1,664.00
42x8' CL3 PF RCP	112.00	FT	\$140.00	\$15,680.00
48x8' CL3 PF RCP	240.00	FT	\$172.00	\$41,280.00
54x8' CL3 PF RCP	720.00	FT	\$220.00	\$158,400.00
60x8' CL3 PF RCP	184.00	FT	\$276.00	\$50,784.00
66x8' CL3 PF RCP	120.00	FT	\$344.00	\$41,280.00
72x8' CL3 OR RCP*CWALL*	912.00	FT	\$440.00	\$401,280.00
#711 Lubricant 8LB	178.00	EA	\$11.00	\$1,958.00

TOTAL

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\$3,892,055.88

Standard Notes

1.DELIVERY:

This quote is based on full truckload quantities. Less than full truckloads will be subject to additional delivery charges. Special products are not eligible to return. No refunds will be issued for specialty product released to production.

2.PRICING:

Pricing remains valid for 180 days after order confirmation is sent. All orders not released to production or shipped after 180 days will be subject to a quarterly 2.5% escalation fee.

If, through no fault of Rinker Materials, product cannot be accepted or delivered within 30 days of production or a mutually agreed upon delivery schedule, a storage fee will be charged. Storage fees will be 10% of the total product value, charged monthly, and must be paid prior to shipment.

3.JOB SPECIFIC:

Rinker Materials has not evaluated the performance of any additives, liners, or coatings. It is included on our quotation as required by the project specifications. Rinker Materials does not accept any liability for the performance of these products. The method of installation, application or dosage rate will be as in accordance with the manufacturer's guidance.

Ramnek is available for storm & sanitary structures at \$210/box quantity as required.

Grade rings are available; please contact your local Account Manager for the price.

Sanitary manhole precast Inverts available for 48" Manholes @ \$300 each, 60" Manholes at \$400 each; with a maximum pipe size of 16".

Quote based on plans dated 2022

2.This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.

PAYMENT TERMS ARE NET 30, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

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TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods and services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
- a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
- b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
- b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
- c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute.
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- as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Ryals Creek Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number **85-8017931793C-7**, affirms that the tangible personal property purchased pursuant to Purchase Order Number **RCCDD-24-001** from **Rinker Materials** (Vendor) on or after **06/11/2024** (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated **06/11/2024** with **Vallencourt Construction Co. Inc.** (Contractor) for the construction of **Stillwood Pines Phase 2**.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: *(You must initial each of the following requirements.)*

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

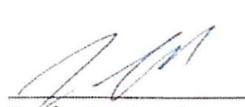
I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Ryals Creek Community Development District.


Signature of Authorized Representative
of Governmental Entity/Title

7/24/2024

Date


Purchasing Agent

7/23/24

Date

Federal Employer Identification Number: 37-1957820

You must attach a copy of the Purchase Order to this Certificate of Entitlement. This Certificate of Entitlement must be retained in the Vendor's books and records. This form supplements and supersedes any prior certificate of entitle-
ment addressing the same purchase.

Hydro-Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as **Rinker Materials**. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in materials or payment are rejected. Direction to manufacturer materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Hydro-Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as **Rinker Materials**.



RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

To:	Ryals Creek CDD	Contact:	Jason Crews
Address:	119 S. Monroe St., Suite 300 Tallahassee, FL 32301	Phone:	904-732-9400
CO Name:	Comp Storage Pond, Added Spillway	Fax:	
Project Location:	Gate Pkwy And Stillwood Pines Blvd, Jacksonville, FL	CO ID:	003 - Buckfield Pond Spillway
		CO Date:	1/17/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
105	Maintain Haul Road On TOB	1.00	LS	\$12,215.00	\$12,215.00
200	Bonds & Insurance	1.00	LS	\$560.00	\$560.00
1116	Site Dewatering (Ex. Comp Storage Pond)	1.00	LS	\$40,840.00	\$40,840.00
1113	Remove/Replace Unsuitables	550.00	CY	\$40.00	\$22,000.00
1108	Site Prep	90.00	CY	\$26.50	\$2,385.00
1118	Final Dressout (Comp Storage)	1,405.00	SY	\$5.50	\$7,727.50
1203	Pond Sod (Comp Storage)	1,405.00	SY	\$2.60	\$3,653.00
1303	12" Compacted Subgrade	200.00	SY	\$23.77	\$4,754.00
3253	Concrete Overflow - Excludes Design (Comp Storage)	1,805.00	SF	\$37.30	\$67,326.50

Total Bid Price: **\$161,461.00**

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control
- The above price is based on site plan dated 11/14/2 and detail drawing dated 11/11/24
- The above price excludes any/all permitting required to make modifications to existing ponds
- The above price excludes design for the spillway

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: A. Charles Skinner III

Signature: Ryals Creek CDD

Date of Acceptance: 3/4/25

CONFIRMED:

Valencourt Construction Company, Inc.

Authorized Signature: Tim Gaddis

Estimator: Tim Gaddis
904-291-9330 timg@valencourt.com

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

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

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

	General Fund	Capital Projects Fund Phase 2	Total Governmental Funds
ASSETS			
Cash	\$1,273,876	\$6,343,195	\$ 7,617,071
Total assets	<u>\$1,273,876</u>	<u>\$6,343,195</u>	<u>\$ 7,617,071</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 6,650	\$ -	6,650
Accounts payable On-Site	13,098	-	13,098
Retainage payable	-	467,697	467,697
Due to Landowner	27,873	-	27,873
Due to Boggy Branch	11,463	-	11,463
Landowner advance	6,000	-	6,000
Total liabilities	<u>65,084</u>	<u>467,697</u>	<u>532,781</u>
Fund balances:			
Restricted for:			
Capital projects	-	5,875,498	5,875,498
Unassigned	1,208,792	-	1,208,792
Total fund balances	<u>1,208,792</u>	<u>5,875,498</u>	<u>7,084,290</u>
Total liabilities and fund balances	<u>\$1,273,876</u>	<u>\$6,343,195</u>	<u>\$ 7,617,071</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 49,323	\$ 66,864	74%
Assessment levy: off-roll	-	126,439	252,848	50%
Interlocal - Boggy Branch CDD	-	-	66,175	0%
Miscellaneous	1,063,212	1,063,212	-	N/A
Total revenues	1,063,212	1,238,974	385,887	321%
EXPENDITURES				
Professional & administrative				
Supervisors (includes FICA)	-	1,938	5,310	36%
District engineer	-	5,435	10,000	54%
District counsel	2,065	3,360	25,000	13%
District management	3,000	12,000	36,000	33%
Printing & binding	42	167	500	33%
Legal advertising	-	319	1,500	21%
Postage	55	216	500	43%
Audit	-	-	3,575	0%
Insurance - GL, POL	-	6,016	5,785	104%
Miscellaneous- bank charges	-	-	500	0%
Website				
Hosting & development	705	705	705	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	-	500	0%
Total professional & administrative	5,867	30,541	90,260	34%
Field operations - Shared¹				
Field management	500	2,000	6,000	33%
O&M accounting	283	1,133	3,400	33%
Stormwater management	725	2,900	10,000	29%
Stormwater treatment & monitoring	-	-	7,500	0%
Irrigation/reclaim	-	19,471	30,000	65%
Landscape				
Maintenance contract	2,310	7,260	-	N/A
Plant replacement	790	790	7,500	11%
Irrigation repairs	-	3,097	5,000	62%
Phase 1A	2,888	12,788	33,000	39%
Phase 1A mulch	-	-	21,600	0%
Pond 1A	-	-	15,000	0%
Phase 1B	2,100	8,100	24,000	34%
Phase 1B mulch	-	-	31,000	0%
Pond mowing (pond D)	2,887	11,137	18,000	62%
Landscape buckfield circle	997	3,848	11,400	34%
Kernan Blvd entry	-	-	24,900	0%
Generation avenue	-	-	16,500	0%
Maintenance & repairs	400	1,000	25,000	4%
Porter service	-	-	2,400	0%

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

	Current Month	Year to Date	Budget	% of Budget
Total field operations	<u>13,880</u>	<u>73,524</u>	<u>292,200</u>	<u>25%</u>

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

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector	-	1,726	2,438	71%
Total other fees & charges	-	1,726	2,438	71%
Total expenditures	19,747	105,791	384,898	27%
Excess/(deficiency) of revenues over/(under) expenditures	1,043,465	1,133,183	989	
Fund balances - beginning	165,327	75,609	1,461	
Fund balances - ending	<u>\$ 1,208,792</u>	<u>\$ 1,208,792</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 JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
TMA trip revenue	<u>\$ 8,778,796</u>	<u>\$ 14,249,289</u>
Total revenues	<u>8,778,796</u>	<u>14,249,289</u>
EXPENDITURES		
Capital outlay	<u>2,175,207</u>	<u>9,215,676</u>
Total expenditures	<u>2,175,207</u>	<u>9,215,676</u>
Excess/(deficiency) of revenues over/(under) expenditures	6,603,589	5,033,613
Fund balances - beginning	<u>(728,091)</u>	<u>841,885</u>
Fund balances - ending	<u><u>\$ 5,875,498</u></u>	<u><u>\$ 5,875,498</u></u>

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT

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

Present:

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

Also present:

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Jonathan Johnson (via telephone)	Kutak Rock, LLP
Jason Hall	District Engineer
Jason Crews	England-Thims & Miller, Inc.
Jason Ellis	England-Thims & Miller, Inc.
Alex Jacobs	England-Thims & Miller, Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:30 a.m. Supervisors Chip Skinner, Riley Skinner and Jones were present. Supervisor Davis Skinner was not present at roll call. Supervisor Eyrick was not present.

SECOND ORDER OF BUSINESS

Public Comments (3 Minutes Per Speaker)

No members of the public spoke.

Mr. Torres distributed an updated agenda and asked attendees to disregard the version in the agenda books.

THIRD ORDER OF BUSINESS

Update: Construction Account Activity

This item was presented following the Fifth Order of Business.

FOURTH ORDER OF BUSINESS**Consideration of Agreements with
National Stormwater Trust, Inc.**

Ms. Buchanan stated the St. Johns River Water Management District (SJRWMD) incorporated additional requirements as part of the CDD's permit. She presented the following Agreements that provide for the required equipment installation and monitoring with the National Stormwater Trust, Inc. (NST):

A. Agreement for Smart Pond Maintenance and Monitoring Services

Ms. Buchanan stated that the Maintenance and Monitoring Services Agreement offers a secure pricing system with a cost of approximately \$11,000 per year, on a monthly basis, with a provision for extra costs in a not-to-exceed amount of \$10,000, should those be warranted. Because this is a permit requirement and, based on conversations with ETM and the Chair, her firm recommends the Agreement be locked in for a long-term basis. The Agreement provides for the initial five-year term and three renewals, for a total term of twenty years. Understanding that the NST might be cautious about entering into a long-term agreement, price increases are provided for at each renewal, in a not-to-exceed amount of 10%.

Mr. Chip Skinner noted that the NST is currently the only contractor authorized to service this system; for this reason, it was thought that extending the contract and providing a reasonable escalator would be beneficial.

Ms. Buchanan stated that the Agreement provides for termination, with notice, for both parties. She suggested considering a longer term than the typical 30 to 60-day cancellation notice period. Section 33 states that the NST accepts responsibility for the additional costs associated with design and construction of the backup system, which provides additional capacity, as contemplated in and required by the permit, should the system fail to produce conditions that satisfy the permit. It was noted that the NST obtained approval from water management districts throughout Florida and is working with the DOT, the State and other large master-planned communities. Implementation was approved with the CDD and the City of Jacksonville for the permit modifications for installation of the equipment.

Mr. Chip Skinner noted that the NST has not yet seen the contract; upon receiving Board approval and authorization, he will negotiate the contract with the NST.

B. Agreement for the Purchase and Installation of Smart Pond Equipment

Ms. Buchanan presented the Agreement. The Maintenance and Monitoring Agreement will not accrue costs to the CDD until the equipment is installed and operational. The NST was

asked to break out construction costs from additional consulting and engineering costs to lower the \$212,632 costs to below the bid threshold that requires a Performance and Payment bond. It has a two-year equipment warranty, standard insurance provisions and indemnification.

Discussion ensued regarding the increased costs since the first quote of \$150,000.

The form of the Agreement will be approved and the team will negotiate the price.

Reductions and adjustments in pond acreage and placement of ponds were discussed.

Mr. Davis Skinner arrived at the meeting during the Fourth Order of Business.

On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, the Smart Pond Maintenance and Monitoring Services and the Purchase and Installation of Smart Pond Equipment Agreements, both in substantial form, and authorizing the Chair to execute, once finalized, were approved.

FIFTH ORDER OF BUSINESS

Acceptance of Transfer of Sawmill Timber, LLC Properties Into the CDD

- Consideration of Sawmill Timber, LLC Peak Hour Trips Purchase Agreement**

Ms. Buchanan presented the Agreement, which is unchanged since approved at the last meeting. This conveys to Sawmill Timber LLC about \$8.8 million in peak hour trips. The CDD will convey over 2,137 peak hour trips in exchange for \$8,778,796. The closing will likely occur today or tomorrow; funds will offset construction costs of the 2A and 2B Project.

On MOTION by Mr. Chip Skinner and seconded by Mr. Riley Skinner, with all in favor, transfer of Sawmill Timber, LLC Properties into the CDD, the Sawmill Timber, LLC Peak Hour Trips Purchase Agreement Between the CDD and Sawmill Timber, LLC, and conveyance of 2,137 peak hour trips in exchange for \$8,778,796, were approved.

Ms. Buchanan will send the Deed for Mr. Eyrick's signature to effectuate the transfer.

Regarding accounting for the acres, it was noted that assessments were based on developable acres and that the road going through the Village Center right-of-way (ROW) will be deducted from the developable acres, so an adjustment will be made accordingly.

Discussion ensued regarding updating the map to identify all developable acreages and account for adjustments to pond acreages.

Mr. Torres will find out when information must be submitted for the tax roll.

▪ **Update: Construction Account Activity**

This item, previously the Third Order of Business, was presented out of order.

It was noted that all but one of Vallencourt's most recent bills were paid; the one is pending deposit of additional funds into the Construction Account. Vallencourt Requisition 1023, totaling over \$2.2 million, was paid except for \$34,558.27 of the total. Mr. Chip Skinner stated the other funds awaiting processing were approved and will be paid upon receipt of the funds from Sawmill Timber. He noted that the CDD direct-purchased a lot of materials.

Discussion ensued regarding processing Change Orders, deductive Change Orders that are needed and the need for prompt processing.

Mr. Chip Skinner asked for the Change Orders spreadsheet to be submitted by January 25, 2025.

SIXTH ORDER OF BUSINESS

**Ratification of ETM, Inc. Design Contract
for Buckfield Circle [Seven Pines – Village
Center Internal Road]**

Mr. Crews recalled that a contract was previously executed for design of the Buckfield Circle extension, connecting around to Stillwood Pines to create a loop. The continuation of the same typical section will include two lanes with parallel on-street parking on each side of the road. The road will be owned and maintained by the City; it was platted. The CDD is responsible for maintaining the on-street parking and landscape. Design and permitting processes are underway and running in conjunction with the Village Center Project work.

It was noted that a copy of the ETM, Inc. (ETM) Design Contract for Buckfield Circle to be ratified was emailed but is not included in the agenda.

Mr. Crews presented ETM Proposal No. 19-115-14-04, for Seven Pines – Village Center Internal Road.

Mr. Chip Skinner noted that the work related to ratification of the ETM Design Contract for Buckfield Circle has begun. The internal road contract is a new contract for which approval is sought today. He and Mr. Crews reviewed the scope of work and he is comfortable with the scope, in the amount of \$185,000, for design of the north-south road and mass grading plan for the rest of the property.

Discussion ensued regarding the scope of work, timing of development and replanting.

Mr. Chip Skinner noted that the scope of work will be similar to Parcel 5.

It was noted that not much money will come from timbering. When that project moves to construction, the CDD bidding process will be followed, as the CDD will build the internal road. Bid alternates will be sought for mass grading for the two pads that will be a Sawmill reimbursement or expense. The goal would be to store excess materials to be utilized.

On MOTION by Mr. Davis Skinner and seconded by Mr. Jones, with all in favor, ETM Inc. Proposal No. 19-115-12-02 for the Design Contract for Buckfield Circle, was ratified.

SEVENTH ORDER OF BUSINESS

Discussion: Contract for N/S CDD Road West of Regency Property

Mr. Crews discussed ETM Proposal No. 19-115-14-04 for the Seven Pines-Village Center Internal Road, which was discussed during the Sixth Order of Business. It was noted that on-street parallel parking will be provided; water, sewer, stormwater and reuse water will be included in this road that will be set up for master planning of the other parcels as well.

Mr. Chip Skinner noted that Regency is building the piece to the north.

For purposes of future land sales, it was noted that, if it happens as it is contracted, Regency will begin building its project and at the same time the CDD is clearing land, mass grading and filling, so that, if additional property is sold, it will be sold pad-ready, with utilities stubbed. Utilities will not have the stub off the roundabout.

The updated Engineering plan, costs, commercial parcels, etc., were discussed.

On MOTION by Mr. Chip Skinner and seconded by Mr. Davis Skinner, with all in favor, ETM Proposal No. 19-115-14-04 for the Seven Pines-Village Center Internal Road, in the amount of \$185,000, was approved.

▪ Discussion: Carter Environmental Services Proposal: Seven Pines-5.24605 Planting, Monitoring and Maintenance Proposal

This item was an addition to the agenda.

Mr. Chip Skinner distributed and presented the Proposal and noted the following:

➤ Due to the permit for the road, mitigation is required to satisfy the mitigation requirements for the SJRWMD permit conditions. Planting will be required when the Cabin pond is drained, and in another small area south of the Cabin field.

➤ Plantings must be monitored for five years and a Monitoring Report must be created.

Mr. Chip Skinner stated the contract is for the minimal amount of planting required to satisfy the permit, so plantings might need to be supplemented to make it more attractive.

On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor, Carter Environmental Services Proposal for Seven Pines-5.24605 Planting, Monitoring and Maintenance, in the amount of \$40,2254, was approved

Mr. Chip Skinner stated this cost will be incurred in Fiscal Year 2025.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2024

On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor, the Unaudited Financial Statements as of November 30, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of Minutes

A. November 5, 2024 Landowners' Meeting

B. November 12, 2024 Regular Meeting

On MOTION by Mr. Jones and seconded by Mr. Chip Skinner with all in favor, the November 5, 2024 Landowners' Meeting Minutes and the November 12, 2024 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock, LLP

There was no report.

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

ETM representatives reported the following:

➤ Buckfield and the internal road are in the design phase.

➤ Mr. Jason Allens was brought in to speak to construction progress.

➤ The schedule is going well. Both of the extremely large wet wells for the lift stations were installed and built out about halfway.

➤ Force main and sanitary sewer are being installed. A lot of fill operation is ongoing.

➤ The box culvert extensions were installed.

Discussion ensued regarding construction, stockpiles, settling unsuitables, trenching, scanning, recordkeeping and Vallencourt's contingency number. It was noted that none of the contingency numbers have been used.

Mr. Crews estimated that the project is 25 to 30-days behind, due to rain in September. Vallencourt will try to make up the time; the lost and cleanup days were confirmed and, while days can be made up during dry seasons over two years, being completely caught up is unlikely.

Discussion ensued regarding installation of sleeves. The consensus was to advertise and bid irrigation and landscaping work. Entry monuments were discussed.

Mr. Chip Skinner asked if Vallencourt should submit a Change Order to install the sleeves. It was noted that the contract includes Bid Alternates based on sizes and linear footage. Total quantities were not known at bid time; Staff can work from there.

Discussion ensued regarding potential sleeving issues, potential benefit of selecting a landscaper in advance of sleeve installation and timing issues. It was suggested that a locate ball be installed on each end of the sleeve so it can be found with a wand. Vallencourt will be asked when the sleeves will be installed to determine when the landscaper can be approved.

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

- **NEXT MEETING DATE: February 11, 2025 at 9:30 AM**

- **QUORUM CHECK**

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

It was noted that the City confirmed that no pervious parking is required for the project. The confirmation email will be sent to Mr. Chip Skinner and submitted with every PUD review.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Chip Skinner and seconded by Mr. Jones, with all in favor, the meeting adjourned at 10:41 a.m.

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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 CANCELED	Regular Meeting	9:30 AM
March 11, 2025 <i>rescheduled to March 18, 2025</i>	Regular Meeting	9:30 AM
March 18, 2025	Regular Meeting	9:00 AM
April 8, 2025	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