

*Six Mile Creek
Community Development District*

April 15, 2020

Six Mile Creek

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

April 8, 2020

Board of Supervisors
Six Mile Creek Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Six Mile Creek Community Development District will be held Wednesday, April 15, 2020 at 2:00 p.m. via *Zoom*.

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the February 19, 2020 Meeting
- IV. Consideration of Resolution 2020-10, Resetting the Public Hearing to Adopt the Revised Rules of Procedure
- V. Consideration of Resolution 2020-11, Adopting Internal Controls Policy
- VI. Ranking of RFQ's Regarding Construction Manager at Risk Services for Amenity Center and Hardscape and Landscape Features
- VII. Consideration of Matters Related to Issuance of Series 2020 Bonds
- VIII. Consideration of Construction Related Matters
- IX. Consideration of Funding Authorization No. 2 (Avid Trails, ESI, ETM)
- X. Consideration of License Agreement with Soccer Shots of NF Regarding the Use of the District's Soccer Facilities
- XI. Other Business
- XII. Staff Reports
 - A. Attorney
 - B. Engineer - Ratification of Work Authorization No. 44 for Trailmark East Parcel Phase 2 Preliminary Engineering
 - C. Manager – Discussion of Upcoming Meeting Dates
 - D. Operations & Amenities - Report
- XIII. Supervisors' Requests and Audience Comments
- XIV. Financial Reports
 - A. Balance Sheet as of March 31, 2020 and Statement of Revenues and Expenses for the Period Ending March 31, 2020
 - B. Assessment Receipt Schedule
 - C. Check Register
- XV. Next Scheduled Meeting –To Be Determined

XVI. Adjournment

Enclosed for your review is a copy of the minutes from the February 19, 2020 meeting.

The fourth order of business I consider of Resolution 2020-10, which is enclosed for your review.

The fifth order of business is consideration of Resolution 2020-11, which is enclosed for you review.

The sixth order of business is ranking of the RFQ's. A link for electronic versions was previously emailed out.

The ninth order of business is consideration of Funding Authorization No. 2, which is enclosed for your review.

The tenth order of business is consideration of license agreement with Soccer Shots, which is enclosed for your review.

Enclosed under the Engineer's report is a copy of Work Authorization No. 44.

A copy of the financial reports as outlined above will be sent under separate cover.

The balance of the agenda is routine in nature, and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Oliver

James Oliver
District Manager

cc: Wes Haber Scott Wild

AGENDA

Six Mile Creek Community Development District

Wednesday
April 15, 2020
2:00 p.m.

www.SixMileCreekCDD.com

- I. Roll Call
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- XVI. Adjournment

MINUTES

**MINUTES OF MEETING
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Six Mile Creek Community Development District was held on Wednesday, February 19, 2020 at 2:00 p.m. at the Offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Gregg Kern	Chairman
Blake Weatherly	Supervisor
Mike Veazey	Supervisor
Rose Bock	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Zach Brecht	District Engineer
Gregg Kern	Greenpointe Communities
Derrick Gilbert	Evergreen
Lynzi Chambers	Evergreen

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Affidavit of Publication

Mr. Oliver advised the affidavit of publication is enclosed in your agenda package.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation Letter from Gray Miars (11/2022)

Mr. Oliver advised a resignation letter was received from Mr. Grady Miars effective immediately.

On MOTION by Mr. Weatherly seconded by Ms. Bock with all in favor the Resignation Letter from Grady Miars was accepted.

B. Appointment to Fill Seat 2 Vacancy

On MOTION by Mr. Weatherly seconded by Ms. Bock with all in favor the Appointment of Mr. Gregg Kern to Fill Seat 2 was approved.

C. Oath of Office

Mr. Oliver administered an oath of office to Mr. Gregg Kern.

D. CDD Matters

Mr. Oliver discussed the Sunshine Amendment, communications among supervisors, public records and filing of the Form 1 within 30 days.

E. Election of Officers

On MOTION by Mr. Weatherly seconded by Mr. Kern with all in favor Election of Officers Appointing Mr. Kern as Chairman & Mr. Taylor to Serve as Vice Chairman & All Other Officers Remaining the Same was approved.

Mr. Oliver discussed the General Election process. Qualified electors residing in the District can qualify with the St. Johns County Supervisor of Elections. The period for qualifying is June 8th through June 12th. This information will be sent by an email blast to the residents.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the December 18, 2019 Meeting and the January 15, 2020 Special Meeting

Mr. Oliver presented the minutes from the meetings held on December 18, 2019 and January 15, 2020. Are there any additions, corrections or deletions? Hearing none.

On MOTION by Mr. Weatherly seconded by Ms. Bock with all in favor the Minutes of the December 18, 2019 Meeting and the January 15, 2020 Special Meeting were approved.

SIXTH ORDER OF BUSINESS

Public Hearing for the Purpose of Imposing Special Assessments, Resolution 2020-09

Mr. Haber advised the District is contemplating the issuance of bonds for two portions of the neighborhood that are not yet developed, which are indicated as Area 2 Phase 3A, Assessment Area 2 Phase 3A and Assessment Area 3 Phase 1.

On MOTION by Mr. Weatherly seconded by Ms. Bock with all in favor the Public Hearing for the Purpose of Imposing Special Assessments was opened.

Public discussion was held. A development plan will be shared with the residents.

Mr. Brecht discussed the engineer's report. A copy of the engineer's report will be posted on the District's website. Mr. Oliver discussed the assessment methodologies.

Mr. Haber asked are the assessments fairly and reasonably allocated and is the burden on the property needs equal to or less than the benefit that is received?

Mr. Oliver responded yes.

On MOTION by Mr. Kern seconded by Mr. Weatherly with all in favor Resolution 2020-09 Imposing Special Assessments was approved in substantial form with authority given to the Chairman to execute it, subject to revision for potential units.

On MOTION by Mr. Weatherly seconded by Mr. Veazey with all in favor the Public Hearing for the Purpose of Imposing Special Assessments was closed.

SEVENTH ORDER OF BUSINESS

Consideration of Matters Related to Issuance of Series 2007 Bonds

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Consideration of Release of Lien of Certain Series 2007 Bonds

Mr. Haber handed out an agreement between the CDD and Two Ten Investments, LLC regarding the cancellation of lien of certain 2007 bonds.

On MOTION by Mr. Kern seconded by Mr. Weatherly with all in favor the Authorization to Release the Lien of Certain Series 2007 Bonds was approved & Authorizing the Chairman to Finalize & Execute the Final Version.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2020-10, Resetting the Public Hearing to Adopt the Revised Rules of Procedure

This item was tabled.

This item was discussed under the engineer's report.

ELEVENTH ORDER OF BUSINESS

**Consideration of Acceptance of Deed from
Six Mile Creek Investment Group, Inc.**

Mr. Haber advised this is a deed from Six Mile Creek Investment Group, Inc. to the CDD.

On MOTION by Ms. Bock seconded by Mr. Kern with all in favor the Deed from Six Mile Creek Investment Group, Inc. was accepted.

TWELFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

1. Consideration of Requisition Nos. 260-266 (2017A Bonds)

Mr. Brecht presented Requisition Nos. 260-260 totaling \$100,573.82.

On MOTION by Mr. Kern seconded by Mr. Weatherly with all in favor Requisition Nos. 260-266 were approved.

**2. Consideration of Work Authorization No. 42 (East Parcel Phase 1
CEI Services)**

**3. Consideration of Work Authorization No. 40 (2019/2020 General
Consulting Engineering Services)**

These items were tabled.

**4. Consideration of Proposal for SJRWMS Permitting and Conservation
Easement Support for Trailmark Phase 9**

Mr. Brecht presented the proposal from SJRWMS for permitting and conservation easement support for TrailMark Phase 9.

On MOTION by Mr. Kern seconded by Mr. Veazey with all in favor the Proposal for SJRWMS Permitting and Conservation Easement Support for Trailmark Phase 9 was approved.

C. Manager

1. Written Statement to JLAC

Mr. Oliver JLAC review all of the audits that are submitted by public entities. Because the 2007 series bonds were in default, we have to answer questions to JLAC on the audits that we submit. The District Manager will submit a written statement to JLAC.

2. Trespass Enforcement Request to SJSO

Mr. Oliver advised a formal request was sent to the St. Johns County Sheriff's Office on February 12, 2020 regarding some problems being reported by residents. This letter was to give them the power to enforce any District owned properties and the undeveloped properties. They started their patrols on February 18, 2020. Along with patrols from SJSO, the Giddens Security contract may be adjusted to get better coverage.

On MOTION by Mr. Kern seconded by Mr. Weatherly with all in favor to Authorize the Chairman to Work with Staff to Determine Optimal Blend of Security Coverage between SJSO and Giddens Security was approved.

D. Operations & Amenities - Report

Mr. Gilbert and Ms. Chambers presented their operations and amenities report. The most important two items received the resident survey were additional playground and more multipurpose fields.

FOURTEENTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

Other items discussed; security matters, debris at lake banks, signage, general election process for 2020, larger map for website and debt payoff information.

FIFTEENTH ORDER OF BUSINESS Financial Reports

- A. Balance Sheet as of January 31, 2020 and Statement of Revenues and Expenses for the Period Ending January 31, 2020**
- B. Assessment Receipt Schedule**
- C. Approval of Check Register**

On MOTION by Mr. Kern seconded by Mr. Weatherly with all in favor the Check Register was approved.
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SIXTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – Wednesday, April 15, 2020 @ 2:00 p.m. at the Offices of GMS, LLC

The next meeting will be held on April 15th at 2:00 p.m. with a tentative location of WGV Renaissance Hotel, in order to accommodate the upswing in resident attendance at the meetings.

SEVENTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Bock seconded by Mr. Weatherly with all in favor the Meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTIONS 2020-01 AND 2020-10 TO RESET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF AMENDED AND RESTATED RULES OF PROCEDURE; AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Six Mile Creek Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

WHEREAS, on October, 22, 2019, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2020-01, setting a public hearing to consider and hear comment on the adoption of Amended and Restated Rules of Procedure for 2:00 p.m. on February 19, 2020, at the Offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092; and

WHEREAS, at the District’s duly noticed meeting on February 19, 2020, the Board adopted Resolution 2020-10, resetting the public hearing on the Amended and Restated Rules of Procedure for 2:00 p.m. on April 15, 2020, at the same location; and

WHEREAS, the Board now desires to reset the date of the public hearing to _____, 2020, and provide for publication of notice in accordance with Chapter 120, *Florida Statutes*.

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

SECTION 1. PUBLIC HEARING DATE RESET. Resolutions 2020-01 and 2020-10 are hereby amended to reflect that the public hearing to adopt the District’s Amended and Restated Rules of Procedure as declared in Resolution 2020-10 is reset to:

Date: _____, 2020
Time: 2:00 p.m.
Location: Offices of GMS, LLC
475 West Town Place, Suite 114

St. Augustine, Florida 32092

SECTION 2. RESOLUTIONS 2020-01 AND 2020-10 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolutions 2020-01 and 2020-10 continue in full force and effect.

SECTION 3. AUTHORIZED TO PUBLISH NOTICE. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 15th day of April, 2020.

ATTEST:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

FIFTH ORDER OF BUSINESS

RESOLUTION 2020-11

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Six Mile Creek Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 15TH DAY OF April, 2020.

ATTEST:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Six Mile Creek Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

- 3.1. Ethical and Honest Behavior.
 - 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
 - 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
 - 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. **Implementation.** District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. **Information and Communication.** District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. **Training.** District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. **Internal Reviews.** District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: _____, 2020

NINTH ORDER OF BUSINESS

FUNDING AUTHORIZATION NUMBER TWO

March 6, 2020

Mr. Edward E. Burr
Six Mile Creek Investment Group, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 33765

Subject: **Funding Authorization Number Two
Six Mile Creek Community Development District**

Dear Mr. Burr:

Pursuant to that certain *Funding Agreement between the Six Mile Creek Community Development District and Six Mile Creek Investment Group, LLC* dated July 17, 2019 (“Construction Funding Agreement”), the Six Mile Creek Community Development District (“District”) submits this funding authorization to provide funding for the construction, installation, and acquisition of public infrastructure, improvements, and services on lands within the District in accordance with the Engineer’s Report referenced in the Construction Funding Agreement, as may be amended (the “Improvement Plan”).

I. Scope of Construction, Installation and/or Acquisition

District seeks to engage the services of the following contractors (the “Contractors”) to provide the following described services:

- (a) Avid Trails, LLC. (“Avid”) for detailed design development of trail improvements. Avid’s proposal is attached hereto as **Exhibit A**.
- (b) Environmental Services, Inc. (“ESI”) for trail network permitting and conservation easement amendments. ESI’s proposal is attached hereto as **Exhibit B**.
- (c) England, Thims & Miller, Inc. (“ETM”) for construction administration for East Parcel Phase 1A. ETM’s work authorization is attached hereto as **Exhibit C**.

II. Proposal Costs

As compensation for the Services described in **Exhibits A, B, and C**, the District will be required to pay the Contractors the following amounts, all of which shall be referred to as the Proposal Costs:

- (a) Avid a total of **\$67,550.00**
- (b) ESI a total of **\$17,000.00**
- (c) ETM a total cost not to exceed **\$94,808.00**

Total Proposal Costs: **\$179,358.00**

Subject to the terms of the Construction Funding Agreement and this Funding

Authorization, the Developer agrees to provide the District with funding in an amount not to exceed the total Proposal Costs.

III. Payment Schedule

- Avid, ESI, and ETM will invoice the District monthly for the proportion of Services completed during the preceding month. By accepting this funding request, the Developer agrees to provide the District with funding equal to the amount of the applicable monthly invoices within (10) days of receipt of Avid, ESI or ETM's invoices from the District.

IV. Authorization to Enter Into Agreement

By accepting this Funding Authorization, the Developer authorizes the District to enter into agreements with the Contractors and further agrees to provide funding for the Services according to the terms of this Funding Authorization and the Construction Funding Agreement. To the extent the District has already entered into an agreement with any of the Contractors, by accepting this Funding Authorization, the Developer approves and ratifies such agreements and agrees that such agreements shall be subject to this Funding Authorization and the Construction Funding Agreement.

This Funding Authorization, together with the Proposals and the Construction Funding Agreement, represents the entire understanding between the District and Developer with regard to the referenced funding authorization. If you wish to accept this Funding Authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly enter into an agreement for the Services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Chairman/Vice Chairman
Six Mile Creek Community Development District

By: _____
Authorized Representative of
Six Mile Creek Investment Group, LLC

Date: _____

EXHIBIT A



DESIGN DEVELOPMENT PROPOSAL

For: Six Mile Creek CDD
By: Justin Lax, President, Avid Trails, LLC
Project: TrailMark Phase 1 Trails - design development
Date: January 6, 2020

Gregg,

The following outlines our proposed scope of work for detailed design development of the following elements at TrailMark:

1. Trailhead gateway
2. Trails signage
3. Avid Adventure Trail
4. Pond Overlook destination
5. MTB trail & skills loop
6. Pump Track
7. Phase 1 multi-use nature trail layout, mapping & specs

1) TRAILHEAD GATEWAY - \$4,625

Scope to include complete design development for trailhead gateway at amenity center as presented on June 4, 2019. This work includes determining overall footprint, dimensions, materials and specifications, along with producing design drawings and detailed cost estimates.

Summary of work:

- Plan set for trailhead gateway structure in .DWG and .PDF formats
- Detailed specifications for materials
- Color selections
- Cost estimates and vendor sourcing as needed

435.659.4979 | avidtrails.com



2) TRAILS SIGNAGE - \$13,135

Scope to include full design development of TrailMark trail signage and wayfinding package.

Summary of work:

- Master sign plan (which signs types go where, how many, etc.)
- Final designs for each sign type
- Materials and color specifications
- Creative presentation, review
- Design revisions, refinements
- Content creation: image and copy sourcing, writing, editing
- Specs & shop drawings for sign production
- Vendor sourcing, fabrication and installation estimates
- Finished art for sign production

3) AVID ADVENTURE TRAIL - \$11,840

Scope to include full design development of the Avid Adventure Trail loop in amenity area.

Summary of work:

- Plan view of Adventure Trail layout complete with obstacle locations, total length, etc.
- Updated concepts for Adventure Trail features in hand illustration of SketchUp format
- Creative presentation and revisions to concepts
- Design drawings for approved features
- Complete specifications for materials, colors, fall zones, etc.
- Cost estimates for fabrication & installation.

4) POND OVERLOOK DESTINATION - \$1,850

Scope to include final design, specification of bench/swing and cost estimate for overlook.

Summary of work:

- Plan view of trail alignment for installation



- Sourcing and recommendation for bench or swing
- Detailed cost estimate

5) MOUNTAIN BIKE LOOP & SKILLS TRAIL - \$12,400

Scope to include field truthing, layout, mapping, delivery of specifications and costing of the Phase 1 MTB loop & skills trail.

Summary of work:

- Site visit and field study, to include:
 - Two days on-site for study & data collection
 - Ground-truthing of current conceptual plan
 - In depth field study of site, including ground-truthing of proposed conceptual alignment
 - Preliminary flagging of ideal trail alignment
 - Collection of data for development of final plans including geo-referenced imagery and waypoints for conflicts and environmental constraints
 - Identification and GPS recording of positive and negative control points such as trees, notable vegetation, water features, etc.
- Creation of detailed final MTB trail and skills loop plan, to include:
 - Final proposed trail alignment based on data and flagging from field visit
 - Recommendations for specific technical trail features (wooden rollers, jumps, berms, etc.) and their associated locations
 - Sourcing and/or designs for technical trail features included in plan
 - Detailed GIS based map and plan set for trail and skills loop for use in estimating, construction and production of marketing maps
 - Construction cost estimate

6) AMENITY AREA PUMP TRACK - \$11,000

Scope to include complete design development for proposed pump track including overall footprint, detailed track layout, feature elevations, area drain locations, grading detail, material and surfacing specifications, etc.

Summary of work:

- Plan view design for track provided in .DWG and .PDF formats.
- Detailed track layout including corners, rollers, berms, and other typical pump track features



- Track area base grading detail
- Track feature elevations and grading detail
- Area drain locations (drain specs & detail by others)
- Base material and surfacing specifications
- Bike park signage plan, locations, specs and artwork
- Construction cost estimate for proposed design
- *Note: Landscape and irrigation details by others.*

7) PHASE 1 MULTI-USE NATURE TRAIL LAYOUT, MAPPING & SPECIFICATIONS - \$12,700

Scope to include field truthing, layout, mapping, delivery of specifications and costing of all Phase 1 nature trails as highlighted in scanned redline provided 12/10/19.

Summary of work:

- Three days on-site for study & data collection
- Ground-truthing of conceptual trail alignments
- Flagging of proposed trail alignments, followed by GPS mapping.
- Field verified map of final trail alignments as flagged in the field.
- Trail construction specifications / cross section.
- Refined trail construction cost estimate.

FEES & TERMS

Total Project Fees: \$67,550

Deposit (20% upon signing) - \$13,510

Balance billed monthly on percent complete per task.

**Proposed scope does not include fabrication, installation or construction of any items. Travel expenses to be billed at net.*

Justin Lax
President

By 1/15/2022

Client Approval

Date

EXHIBIT B



Reference Number: HK147004

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 08/30/2018, Agreement reference number EJ14062.04) is between Six Mile Creek CDD ("Client") and Environmental Services, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Please see attached.

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Task 5. SJRWMD Environmental Resource Permitting Master Trail Network Permitting \$7,500.00 est. not to exceed

Task 6. ACOE Trail Network Permitting Minor Modification \$4,500.00 est. not to exceed

Task 7. Conservation Easement Coordination/Conservation Easement Amendments Trail Network \$5,000.00 est. not to exceed

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Environmental Services, Inc.**
By: *Gary K Howalt* Date: 1/8/2020
Name/Title: **Gary K Howalt / Principal/Department Manager I**
Address: **7220 Financial Way, Ste 100
Jacksonville, FL 32256-6840**
Phone: **(904) 470-2200** Fax: **(904) 470-2112**
Email: **ghowalt@ESINC.CC**

Client: **Six Mile Creek CDD**
By: *Michael Taylor* Date: 1/5/2020
Name/Title: **Gregg Kern / Michael Taylor, Chair**
Address: **475 W Town Place, Suite 114
St. Augustine, FL 32092**
Phone: _____ Fax: _____
Email: **gkern@greenpointellc.com**



**ENVIRONMENTAL
SERVICES, INC.**
A Terracon COMPANY

7220 Financial Way, Suite 100
Jacksonville, Florida 32256
P (904) 470 2200
F (904) 470 2112
environmentalservicesinc.com

8 January 2020

Mr. Gregg Kern
Six Mile Creek CDD
475 W. Town Place, Suite 114
St. Augustine, Florida 32092

Dear Mr. Kern:

Environmental Services, Inc., A Terracon Company ("ESI") appreciates the opportunity to present Six Mile Creek CDD with this proposal. An outline of the project, ESI's proposed scope of services, including schedule and compensation are provided in the following sections.

Project Name: Trailmark General Consulting – Additional Services (HK147004)
Project Location: St. Johns County, Florida

SCOPE OF SERVICES

Task 5:	St. Johns River Water Management District (SJRWMD)	\$7,500.00
	Environmental Resource Permitting (ERP) – Master Trail	estimate (not
	Network Permitting	to exceed)

ESI will prepare and submit a SJRWMD Individual ERP application for the Trailmark trail network. ESI will prepare associated environmental permit drawings. ESI will conduct site visits with SJRWMD staff to verify the current wetland limits and determine appropriate UMAM scores under current rule methodology. ESI will develop a mitigation plan as necessary to address any wetland impacts generated by the proposed trail network. ESI will respond to one formal RAI request from agency staff. If additional RAIs are issued, ESI will coordinate with Client regarding additional project scope.

**This cost does not include the permit application fee payable to St. Johns River Water Management District.*

Environmental



Facilities



Geotechnical



Materials



Task 6: U.S. Army Corps of Engineers (ACOE) Trail Network Permitting- Minor Modification **\$4,500.00 estimate (not to exceed)**

If the proposed trail network includes at grade or fill section wetland crossings, a minor modification of the ACOE Individual permit for Trailmark will be necessary. Elevated, pile supported wetland crossings may also require ACOE authorization or confirmation of no-permit-required (NPR) status. As necessary, ESI will prepare and submit a minor modification or NPR application to ACOE for proposed wetland impacts resulting from the trail network.

Task 7: Conservation Easement Coordination/Conservation Easement Amendments- Trail Network **\$5,000.00 estimate (not to exceed)**

ESI anticipates that permitting the trail network will require amendments to existing conservation easements to allow for trails within the easement areas. ESI will coordinate with your legal counsel to develop appropriate conservation easement language and to revise the standard trailmark conservation easement language to accommodate the trail network in future easements. ESI will coordinate with your surveyor, SJRWMD, and ACOE to review easement documents, including surveys and legal descriptions, as required by the permits. ESI will coordinate recording of the easements, excluding document stamp or other administrative fees. If mitigation bank credits are used for any proposed wetland impacts, ESI will coordinate with the mitigation bank provider to obtain all necessary documentation to purchase the credits.

TERMS:

- . ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- . Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- . Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- . **A retainer of \$0.00 is required; the retainer will be subtracted from the last invoice and is required by ESI to initiate work.**
- . Client will provide ESI with any special billing formats or considerations with the signed contract.
- . ESI rates change on March 1 of each year.

We are pleased to submit this proposal and appreciate your consideration of our services. If the scope of services and budget as described herein are acceptable, work may be initiated by returning an original copy of the Agreement for Services to our Jacksonville office. This proposal and the Agreement for Services shall constitute the exclusive terms and conditions for the services to be



performed for this project. **This proposal is valid for a period of 60 days following the date of issuance.** We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please contact either of the undersigned.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.
A TERRACON COMPANY

Patrick Pierce
Group Manager

Attachments:
Agreement for Services



Environmental Services, Inc., A Terracon Company, provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

Cultural Resource Management

- Archaeology Surveys
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- Predictive Modeling
- Cemetery Studies/Conservation

Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

Ecology

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- Erosion & Sediment Control

Site Assessment & Remediation

- Phase I & II Environmental Site Assessments
- Soil & Groundwater Assessments
- Soil & Groundwater Remediation
- Petroleum/Hazardous Materials Storage Tank Management
- Brownfields Assessments
- Industrial Hygiene
- HUD Environmental Assessments
- USGBC LEED Green Building

Questions? Email us at info@esinc.cc

7220 Financial Way, Suite 100 | Jacksonville, Florida 32256
P (904) 470 2200 | F (904) 470 2112 | environmentalservicesinc.com

EXHIBIT C

20-007

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT WORK AUTHORIZATION NO. 42 EAST PARCEL PHASE 1 CEI SERVICES

Scope of Work

England, Thims & Miller, Inc. (ETM) shall provide general consulting engineering services for the Six Mile Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

TASK I – CEI SERVICES – PHASE 1A

ETM proposes to perform limited construction administration for East Parcel Phase 1A throughout the construction and closeout phase of the project. This task includes the following services:

- | | |
|---|---|
| 1. Part-time Field Representation | 6. Certification to St. Johns County |
| 2. Owner Authorized Site Visits | 7. Water and Sewer Certifications to FDEP |
| 3. As-Built Review | 8. Certification to St. Johns County Utility Department |
| 4. Regulatory Agency Required Inspections | 9. Assistance with St. Johns County |
| 5. Certification to SJRWMD | |

FEE.....HOURLY

(HOURLY BUDGET ESTIMATE = \$2,091.00/MONTH)
(NOT TO EXCEED \$14,637.00 OVER A 7-MONTH PERIOD WITHOUT FURTHER AUTHORIZATION)

BASIS OF ESTIMATE			
Principal-Vice President	1.0 hours/month @ \$245/hour	=	\$ 245.00
Project Manager	2.0 hours/month @ \$180/hour	=	\$ 360.00
Engineer	6.0 hours/month @ \$154.00/hour	=	\$ 924.00
Inspector	4.0 hours/month @ \$120.00/hour	=	\$ 480.00
Administrative Support	1.0 hours/month @ \$82.00/hour	=	\$ 82.00
TOTAL			\$ 2,091.00

TASK II – CEI SERVICES – PHASE 1B

ETM proposes to perform limited construction administration for East Parcel Phase 1B throughout the construction and closeout phase of the project. This task includes the following services:

- | | |
|---|--|
| 1. Contract Document Preparation Assistance | 8. Certification to St. Johns County |
| 2. Part-time Field Representation | 9. Water and Sewer Certifications to FDEP |
| 3. Shop Drawing Review | 10. Review of Contractors Pay Requests |
| 4. Owner Authorized Site Visits | 11. Certification to St. Johns County Utility Department |
| 5. As-Built Review | 12. Assistance with St. Johns County |
| 6. Regulatory Agency Required Inspections | 13. FPL Design Coordination |
| 7. Certification to SJRWMD | 14. Sleeving Plan Preparation/Coordination |

FEE.....HOURLY

(HOURLY BUDGET ESTIMATE = \$3,227.00/MONTH)
(NOT TO EXCEED \$35,497.00 OVER A 11-MONTH PERIOD WITHOUT FURTHER AUTHORIZATION)

BASIS OF ESTIMATE			
Principal-Vice President	3.0 hours/month @ \$245/hour	=	\$ 735.00
Project Manager	3.0 hours/month @ \$180/hour	=	\$ 540.00
Engineer	8.0 hours/month @ \$154.00/hour	=	\$1,232.00
Inspector	6.0 hours/month @ \$120.00/hour	=	\$ 720.00
Administrative Support	3.0 hours/month @ \$82.00/hour	=	\$ 246.00
TOTAL			\$3,227.00

TASK III – PROGRESS MEETINGS

ETM will coordinate and conduct progress meetings with the contractor throughout the construction and closeout of the project.

FEE.....HOURLY

(HOURLY BUDGET ESTIMATE = \$879.00/MONTH)
(NOT TO EXCEED \$9,669.00 OVER A 11-MONTH PERIOD WITHOUT FURTHER AUTHORIZATION)

<u>BASIS OF ESTIMATE</u>			
Principal-Vice President	1.0 hours/month @ \$245/hour	=	\$ 245.00
Project Manager	2.0 hours/month @ \$180/hour	=	\$ 360.00
Engineer	1.0 hours/month @ \$154.00/hour	=	\$ 154.00
Inspector	1.0 hours/month @ \$120.00/hour	=	\$ 120.00
Administrative Support	0.0 hours/month @ \$82.00/hour	=	\$ 0.00
TOTAL			\$ 879.00

TASK IV - OWNER REQUESTED PLAN REVISIONS

ETM will design any requested plan revisions, and process them for approval by St. Johns County and SJCD. Because of the uncertainty of the amount of revisions, we propose to perform this task hourly, with an estimated budget amount.

FEE.....HOURLY RATES

(NOT TO EXCEED \$15,000.00 WITHOUT FURTHER AUTHORIZATION)

TASK V - REIMBURSABLE EXPENSES

Costs such as final printing, telephone, delivery service, mileage, and travel shall be invoiced at direct cost.

Budget Estimate..... \$5,000.00

TASK VI – PLAT COORDINATION

ETM will coordinate with the surveyor for the preparation of the plat[s] for the modified plans and coordinate the plat processing.

FEE.....HOURLY RATES

(NOT TO EXCEED \$20,000.00 WITHOUT FURTHER AUTHORIZATION)

<u>FEE SUMMARY</u>		
TASK I	CEI SERVICES – PHASE 1A	\$ 14,637.00
TASK II	CEI SERVICES – PHASE 1B	\$ 35,497.00
TASK III	PROGRESS MEETING	\$ 9,669.00
TASK IV	OWNER REQUESTED PLAN REVISIONS	\$ 15,000.00
TASK V	REIMBURSABLE EXPENSES	\$ 5,000.00
TASK VI	PLAT COORDINATION	\$ 20,000.00
TOTAL FEE SUMMARY		\$ 94,808.00

BASIS OF ESTIMATED FEE

Principal – CEO/CSO/President	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer	\$195.00/Hr.
Engineer	\$154.00/Hr.
Project Manager	\$180.00/Hr.
Assistant Project Manager	\$146.00/Hr.
Senior Planner	\$180.00/Hr.
Planner	\$148.00/Hr.
CEI Senior Engineer	\$215.00/Hr.
Senior Inspector	\$148.00/Hr.
Inspector	\$120.00/Hr.
Senior Landscape Architect	\$166.00/Hr.
Landscape Architect	\$148.00/Hr.
Senior Graphics Technician	\$148.00/Hr.
GIS Programmer	\$158.00/Hr.
GIS Analyst	\$132.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$148.00/Hr.
Engineering/Landscape Designer	\$128.00/Hr.
LAOU/GIS Technician	\$120.00/Hr.
Administrative Support	\$82.00/Hr.
Accountant	\$100.00/Hr.

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

Approval

Submitted by: _____
England, Thims & Miller, Inc.

Date: _____, 2020

Approved by: 
Six Mile Creek Community Development District

Date: 7/26, 2020

TENTH ORDER OF BUSINESS

**LICENSE AGREEMENT BY AND BETWEEN THE SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT AND KICKSTART ENTERPRISES, LLC, D/B/A SOCCER
SHOTS OF NORTH FLORIDA REGARDING THE USE OF THE DISTRICT'S
SOCCER FACILITIES**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 6 day of April 2020, by and between:

Six Mile Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

Kickstart Enterprises, LLC, D/B/A Soccer Shots of North Florida, a Florida limited liability company, with a mailing address of 6100 Greenland Rd, Suite 304, Jacksonville, Florida 32258 ("Licensee").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns and maintains as public improvements recreational facilities which include a soccer field, as identified in **Exhibit A**, attached hereto and incorporated herein by this reference ("Soccer Facilities"); and

WHEREAS, Licensee intends to operate a soccer program in accordance with the terms set forth herein, and in the manner and at the times set forth in **Exhibit B** ("Soccer Program"), and has requested permission from the District to use the Soccer Facilities for the Soccer Program; and

WHEREAS, the District Board of Supervisors ("Board") finds that the Licensee's provision of the Soccer Program is a benefit to the community and is in the District's best interests, under the terms and conditions set forth in this Agreement and the exhibits hereto, and as directed by the District and its designee; and

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

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

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. GRANT OF LICENSE. The District hereby grants to Licensee a nonexclusive license to use the Soccer Facilities for operation of the Soccer Program, in accordance with the terms and conditions contained herein and in the exhibits hereto (“License”). In consideration of said use of the Soccer Facilities, Licensee agrees to the following conditions:

A. Licensee’s access is limited to the Soccer Facilities, as set forth in **Exhibit A**, during the Scheduled Times (as hereinafter defined) only. The Licensee’s access does not include the use of any other District facilities, including but not limited to the amenity center, pool, restroom facilities or other improvements. Use of the Soccer Facilities is limited to the dates, times and uses specified herein and no other – this License is for operation of the Soccer Program. The District reserves all rights and privileges in and to the District’s property, including the Soccer Facilities. This License for the Soccer Facilities is granted to Licensee in its “as is” condition and without any warranty or representation, express or implied. No other use of, or access to, the District’s recreational facilities is permitted without prior written consent of the District through its designee.

B. Licensee’s access to the Soccer Facilities is limited to the days and times set forth in **Exhibit B** (“Scheduled Times”). This Agreement does not grant access to the Soccer Facilities at any other days or times except as set forth herein and as coordinated and approved by the District’s designee. The District’s designees for purposes of this Agreement shall be its District Manager and its General Manager.

C. The parties acknowledge that weather conditions may affect the use of the Soccer Facilities at any given time. The District shall have the right to temporarily close the Soccer Facilities on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Soccer Facilities. Any make-up days or times shall be in the District’s sole discretion. However, Licensee remains responsible for the safety and security of all persons operating under this grant of License.

D. Only Licensee’s rosters of participants, coaches and staff are permitted to use the Soccer Facilities pursuant to this License. Licensee shall provide a list of a full roster of Soccer Program members to the General Manager, as such list may change from time to time and evidence that each have executed a Waiver (as hereinafter defined). Such submittal shall not waive Licensee’s responsibility to procure a validly executed Waiver from each individual as required under this License. Participants shall be comprised of at least 75% District residents.

E. Licensee’s use of the Soccer Facilities shall be contemporaneous with the use of the District’s facilities by patrons of the District, and Licensee’s use shall not interfere with the operation of the District’s facilities as a public improvement except as set forth herein.

F. Licensee's use of the Soccer Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies, as well as the child safety guidelines attached hereto as **Exhibit C**, by all users under this Agreement. Licensee and all of its staff and volunteers must successfully complete a background check. All background checks are to be completed at the cost of Licensee. Licensee will be responsible for reporting all incidents and injuries to the District Manager or General Manager as they occur.

G. Licensee shall obtain an executed Waiver, substantially in the form provided herein, signed by each of Licensee's members, coaches, staff and any regularly associated volunteers and specifically naming the Six Mile Creek CDD and its supervisors, staff and officers. Soccer Program participants, users, guests, staff and other associated persons using the Soccer Facilities pursuant to this Agreement shall additionally be required to sign a release and waiver, which may be issued through US Soccer or similar entity. A sample release and waiver is attached hereto as **Exhibit D** ("Waiver").

H. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, US Soccer best practices and guidelines, health department requirements, fire code and other laws ("Laws"). It is Licensee's responsibility to know, understand and follow such Laws.

I. Licensee is permitted to hold soccer sessions pursuant to this License, including Exhibit B ("Session(s)"). Such Sessions shall be conducted at the Soccer Facilities as set forth in Exhibit A and in the manner set forth in Exhibit B and as otherwise provided herein. Licensee shall meet with the General Manager prior to the first scheduled Session to coordinate parking plans, details, times, and housekeeping responsibilities. Session participants shall be comprised of at least 75% District residents. The District acknowledges that, if the number of participants registered for a Session is fewer than six (6), the Licensee may elect to cancel the Session or combine Sessions. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Sessions, and trash is properly disposed of in trash bags and taken to the dumpster, and sod repaired to the same or better condition. Licensee may display signage during Sessions only. Signs may be displayed on the day that Sessions are held and must be taken down within two (2) hours of conclusion of such Sessions. Any other permanent signage, other than advertising in accordance with the District's policies, if any, and coordinated through the General Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the

District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: "This is not a Six Mile Creek CDD sponsored or endorsed event."

J. If requested by the District, Licensee shall be required to provide parking monitors for Sessions. Regardless of whether the District elects to require provision of parking monitors, parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

District agrees to maintain the following for the Term of the License:

M. The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for Session set-up and clean-up. Licensee shall report any damage to the Soccer Facilities caused by District employees or Licensees to the General Manager. Upon notification of such damage, the General Manager shall promptly investigate the cause and extent of the damage. The General Manager shall have the sole discretion to determine if the damage exceeds Licensee's responsibility to maintain and repair the Soccer Facilities as provided herein.

N. The District shall not be responsible for the personal safety of Licensee's invitees, participants or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitees whatsoever.

O. The District may elect, in its discretion, to provide information concerning Licensee's offerings and schedule so long as Licensee provides the relevant information to the District's designee in a timely manner. Such information shall include a disclaimer that such activities are not sponsored or endorsed by Six Mile Creek CDD.

3. TERM. The term of the License shall commence March 12, 2020, and shall expire on May 14, 2020, unless terminated or extended in writing as provided for herein. This License may be extended for an additional term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the

District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. PROFESSIONAL JUDGMENT. Licensee represents that it is qualified to operate a Soccer Program and to provide certified, trained and qualified soccer coaches when utilizing the Soccer Facilities. Licensee shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants. All minors participating in Soccer Program events of any kind shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant, attendee, invitee, or other individual while using the Soccer Facilities. Any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only be permitted to participate after signing a District Waiver and obtaining consent of his or her parent or guardian. Licensee shall remain an active Florida entity in good standing during the term of this License.

6. REVENUE. Licensee shall be permitted to charge a fee of \$125 for each District Patron (as defined in the District's Policies Regarding Amenity Facilities) and \$135 for each non-Patron and shall remit to the District ten percent (10%) of such fees, exclusive of registration fees collected to cover the cost of materials. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request.

7. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$500,000 abuse/molestation coverage and a minimum of \$25,000 medical/dental accident coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of

immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

8. NOTICES. Any notice, demand, request or communication required or permitted hereunder (“Notice” or “Notices”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Six Mile Creek Community
Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

B. If to Licensee: Kickstart Enterprises, LLC, D/B/A Soccer Shots
North Florida
6100 Greenland Rd, Suite 304
Jacksonville, Florida 32258
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 Licensee may deliver Notice on behalf of the District and Licensee. 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.

9. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage and recognizes that the District’s facilities, including the Soccer Facilities, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensee’s use. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee’s use of the Soccer Facilities under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any

damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

10. ENFORCEMENT OF AGREEMENT. In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

11. CONTROLLING LAW; VENUE; REMEDIES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

12. 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.

13. NON-TRANSFER. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.

14. ENTIRE AGREEMENT. This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement shall not be recorded in the public records.

15. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is James Oliver, District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Licensee 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 Licensee 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 Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PHONE: (904) 240-5840, LYNN@KICKSTARTER.COM OR (904) 240-5840.

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

Attest:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair/Vice Chair, Board of Supervisors

Witness

**KICKSTART ENTERPRISES, LLC, D/B/A
SOCCER SHOTS OF NORTH FLORIDA**

Signature

By: _____
Its: _____

Print Name of Witness

Exhibit A: Facilities
Exhibit B: Schedule
Exhibit C: Child Safety Guidelines
Exhibit D: Waiver

Exhibit A
Soccer Facilities



Exhibit B
Soccer Program

School:	Six Mile Creek CDD	Duration:	9 Weeks
Start Date:	TBD on Facility Re-Open	Day of Week:	Thursday
End Date:	TBD on Start Date	Time of Day:	4:45-5:15pm for Minis 5:15-6:00pm for Classics 6:00-6:45pm for Premiers

Cost: Seasonal cost will be \$125 for Six Mile Creek Residents & \$135 for non-residents. Six Mile Creek CDD will have first right for sign-ups and team should not be made up of more than 10% non-residents without prior approval. In addition to seasonal fees, there is also a \$40 registration fee that pays for material things like a Uniform, Medals and Prizes. Partnership fee will not exceed more than 10% of program cost and will not include registration fees collected to cover materials.

Soccer Shots will provide soccer sessions for three age groups: 2-3 year old mini's program, 4-5 year old classics program, and 6-9 year old premier program. Proposed grass area being used (Exhibit A, Option 1) is the area within the gates by the pool. Should excessive wear of area be noticed or cause complications with patrons at pool, Soccer Shots will to required to move to secondary location (Exhibit A, Option 2).

Exhibit C

Child Safety Guidelines

Introduction

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

Protection and Prevention

Volunteer and Employee Screening Procedures:

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.

- Will endeavor to release minors (here, defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles, unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

Behavioral Guidelines for Paid Staff and Volunteers

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.

- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to one with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

Exhibit D
Form of Waiver and Release

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT:
RELEASE AND WAIVER FORM**

Date: _____

Participant Name(s): _____

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I acknowledge and understand that neither Soccer Shots or personnel affiliated therewith, including coaches, are affiliated in any way with the Six Mile Creek Community Development District or its supervisors or staff ("District") and that the District makes no representations concerning said personnel's qualifications or ability to coach, teach or lead the soccer based activities to be held at the District's facilities and related recreational amenities ("Soccer Program"). I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Six Mile Creek Community Development District and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Soccer Activities by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the soccer fields and parking lots. I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of participating in all Soccer Activities and understand the risk of soccer use, and I have consulted a doctor or was capable of consulting a doctor to confirm such fitness.

I hereby acknowledge the risk inherent in participating in the sport of soccer and assume the risks associated therewith including, but not limited to, negligent operations, negligent security, travel and recreation operations and activities. I understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the another member of the Soccer Program(s), and/or my own actions or inactions, the actions or inactions of others participating in the Soccer Program, the condition in which the Soccer Program takes place, or the negligence of others; (c) there may be other risks and social and economic losses either not known, or not readily foreseeable at this time; and that I accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the activity.

I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event

of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) _____

(Date) _____

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) _____

(Date) _____

TWELFTH ORDER OF BUSINESS

B.

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 44
TRAILMARK EAST PARCEL
PHASE 2 PRELIMINARY ENGINEERING**

Scope of Work

England, Thims & Miller, Inc. (ETM) shall provide general consulting engineering services for the Six Mile Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to the following:

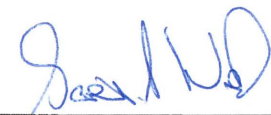
ETM will utilize the existing conceptual masterplan, topographic survey and soil borings to establish normal water level elevations in the Phase 2 and Phase 3 stormwater management facilities, and will develop preliminary roadway profiles for the Phase 2 roadways. This information will be used to determine the appropriate drainage area and pipe sizes for the stormwater trunk line in Phase 1, to assist in Phase 2 earthwork calculations, and will be used in the final design of Phase 2.

LUMP SUM FEE.....\$29,300.00

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

Approval

Submitted by: _____



England, Thims & Miller, Inc.

Date: 2/26, 2020

Approved by: _____



Six Mile Creek Community Development District

Date: 2/26, 2020

D.



EVERGREEN
LIFESTYLES MANAGEMENT

SIX MILE CREEK CDD

April 2020 - Manager's Report

Derek Gilbert

**Six Mile Creek CDD Facility Manager
Evergreen Lifestyles Management**

DISTRIBUTION LIST

Six Mile Creek CDD	Board of Directors	Via E-mail
Jim Oliver	District Manager	Via E-mail
Wes Haber	District Attorney	Via E-mail
Scott Wild	District Engineer	Via E-mail

ADMINISTRATION

*CDD Violations: Landscaping upkeep. Parking regularly on the street.

Additional Access Cards Given Out This Month: 0

Replacement Access Cards Given Out This Month: 0

Replacement Mailbox Keys Given Out This Month: 0

Camp House Rentals Approved this Month: 0

ADMINISTRATIVE PROJECT UPDATES:

Staff continues to add new residents to community website, e-mail list, and access control software.

Staff continues to provide new owners with mailbox keys and community welcome packets.

MAINTENANCE PROJECTS COMPLETED

- Pressure washing of pool deck, welcome center & camp house chair cushions
- Pool and camp house furniture cleaning
- Pool umbrellas cleaning
- HVAC evaporator coil replacement in welcome center; fan belt reattachment in fitness center
- Pool equipment repairs for acid crock & auto fill valve
- Amenity center parking lot repair next to inlet
- Developer signage replacement & repairs
- Fence install around HVAC equipment at fitness center
- Sod replacement around pocket areas of amenity center
- Ball bearing mounts installed at entrance for banners; banner flag repair

MAINTENANCE PROJECTS IN PROCESS OF BEING COMPLETED

- Street sign repairs on Back Creek Drive & Linsbury Ct
- Dead tree removals in preserve on Cedarstone Way
- Kick plate installs on camp house doors

SCHEDULED EVENTS

- Staff continuing to create virtual events for residents