

*Six Mile Creek
Community Development District*

April 25, 2025

AGENDA

Six Mile Creek
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092
www.SixMileCreekCDD.com

April 18, 2025

Board of Supervisors
Six Mile Creek Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Six Mile Creek Community Development District will be held Friday, April 25, 2025 at 10:00 a.m. at Good News Church, 573 W. Twincourt Trail, St. Augustine, Florida 32095.

- I. Roll Call
- II. Audience Comments (*regarding agenda items listed below*)
- III. Landscape Update
 - A. Brightview Communication Report
 - B. Brightview QSA
- IV. Approval of Consent Agenda
 - A. Engineer Items
 - 1. Ratification of Requisition No. 203
(2021 Capital Improvement and Refunding Bonds (AA3, Phase 1))
 - 2. Ratification of Requisition Nos. 177 - 178
(2021 Bond Series (AA2, Phase 3B-East Parcel Phase 2))
 - 3. Ratification of Requisition Nos. 102 - 106
(2023 Bond Series (AA2 Phase 3C))
 - 4. Ratification of Requisition Nos. 90A – 93A
(2023 Bond Series (AA3 Phase 3-Phase 12))
 - 5. Ratification of Requisition Nos. 23 - 28
(2024 Bond Series-Phase 13)
 - 6. Ratification of Change Order Nos. 7 - 9
Trailmark Phase 13

7. Ratification of Change Order Nos. 13 - 14
Trailmark East Parcel 3

8. Ratification of Change Order Nos. 24 - 25
Trailmark Phase 12

9. Work Authorization No. 84 – Pacetti Road Traffic Signal

B. Ratification of Agreements / Proposals

1. Agreement with Flock Safety for License Plate Reader

2. Agreement with Ruppert Landscape Services for Reverie

3. Agreement with Jax Utilities Management for Pothole Repair (Welcome Center parking lot)

4. Agreement with Brightview Landscape Services for East Parcel Phase 3 Enhancements

5. First Amendment to Agreement with Brightview Landscape Services for East Parcel Phase 3 Enhancements

6. Work Authorization No. 84

C. Approval of Minutes of the March 12, 2025 Meeting

D. Balance Sheet as of March 31, 2025 and Statement of Revenues and Expenses for the Period Ending March 31 31, 2025

E. Assessment Receipt Schedule

F. Check Register

V. Discussion with TrailMarket Representative

VI. Consideration of Proposals for Amenity Management, Field Operations and Maintenance Services (TrailMark)

VII. Consideration of Proposal from Brightview for Pond Bank Maintenance Services

VIII. Discussion Items:

A. Fiscal Year 2026 Budget

B. Sign In Areas for District Facilities

C. Procedure for Violations

D. Agreement for Security System Operation/Maintenance Services with Envera Systems (Reverie)

E. Welcome Center Improvements

IX. Consideration of Proposals:

A. Brightview Proposal for Front Entrance Enhancement

B. Tison Sound & Security for Additional Audio Equipment

C. Elite Amenities for Additional Pool Monitors

D. Fitness Center Wall Repair

X. Other Business

XI. Staff Reports

A. Attorney

B. Engineer

C. Manager – Report on the Number of Registered Voters (2837)

D. TrailMark Reports

1. Operations (*RealManage*)

1. Report

2. Lake Maintenance Report

3. Pool Pak Quarterly Preventative Maintenance Report

2. Lifestyles (*OnPlace*) - Report

E. Reverie Reports

1. DFH Updates

2. Operations (*First Service*) - Report

3. Lifestyles (*OnPlace*) - Report

XII. Supervisor's Requests

XIII. Audience Comments

XIV. Next Scheduled Meeting: May 14, 2025 at 2:00 p.m. @ Renaissance World Golf Village Resort

XIV. Adjournment

Board Oversight

Supervisor Brofford – Pond Maintenance

Supervisor Sutton – Landscape Maintenance

Supervisor Dunn – TrailMark Amenity Center

Supervisor Gellman – Reverie Amenity Center

Supervisor Hartley - Lifestyles

THIRD ORDER OF BUSINESS

A.



COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 3/21/2025

The following landscape maintenance services were performed on your property today.
If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input checked="" type="checkbox"/> Lakes mowed <input checked="" type="checkbox"/> Blowing <input checked="" type="checkbox"/>	Pruning <input type="checkbox"/> Hedging <input checked="" type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Grass Cutback <input checked="" type="checkbox"/> Interior Gardens weeded <input type="checkbox"/> Annual beds checked & cleaned <input type="checkbox"/>

COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed as needed throughout the property, edge curves, line trimmed and blow. Trimmed Viburnums around pool area, parking lot and Tennis court (These hedges were also sprayed with Trimtect). Applied Pre-M in Ornamental beds along Shelmore and Trailmark Drive (Trailmark Drive is completed). We also mowed lakes #9, 12, 13, 14, 15, 17, 22, 23, 24, 26, 27, and 28.

Next week we will be mowing split oak, back creek and sidewalk going towards Cloverly, edging concrete, line trimming and blowing. Mow lakes, # 16, 21, 20, and 29. Spray for weeds at the 3 Canals and Back Creek. We're also going to continue applying Pre-M starting at Back Creek and then Split Oak.

Service provided by:

German Martinez Jr.

Received by:



a Marie
c Jewelry

Trailmark Timberline
Trail Trailhead

Applied Pre-M

Osprey Mill Ln

Feindale Wy

Trailmark Dr

Back Creek Dr

Leatmore Ln

Surge Success

Bloomfield Wy

Snellmore Ave

Foxcross Ave

Weathered Edge Drive

Tabby Lake Ave

Trailmark Living

Drees Homes
at Trailmark

Colcetto Dr

Trailmark Dr

Trailmark by Dream
Finders Homes

Pondered Solutions

Trailmark Dr

Trailmark Dr

Trailmark Dr

Colcetto Dr

Artisanwood Dr

Seasons Ct

Feld Flower Wy

White Rabbit Run

Trailmark Dr



COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 3/28/2025

The following landscape maintenance services were performed on your property today.
If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input checked="" type="checkbox"/> Lakes mowed <input checked="" type="checkbox"/> Blowing <input checked="" type="checkbox"/>	Pruning <input type="checkbox"/> Hedging <input checked="" type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Grass Cutback <input type="checkbox"/> Interior Gardens weeded <input type="checkbox"/> Annual beds checked & cleaned <input type="checkbox"/>

COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

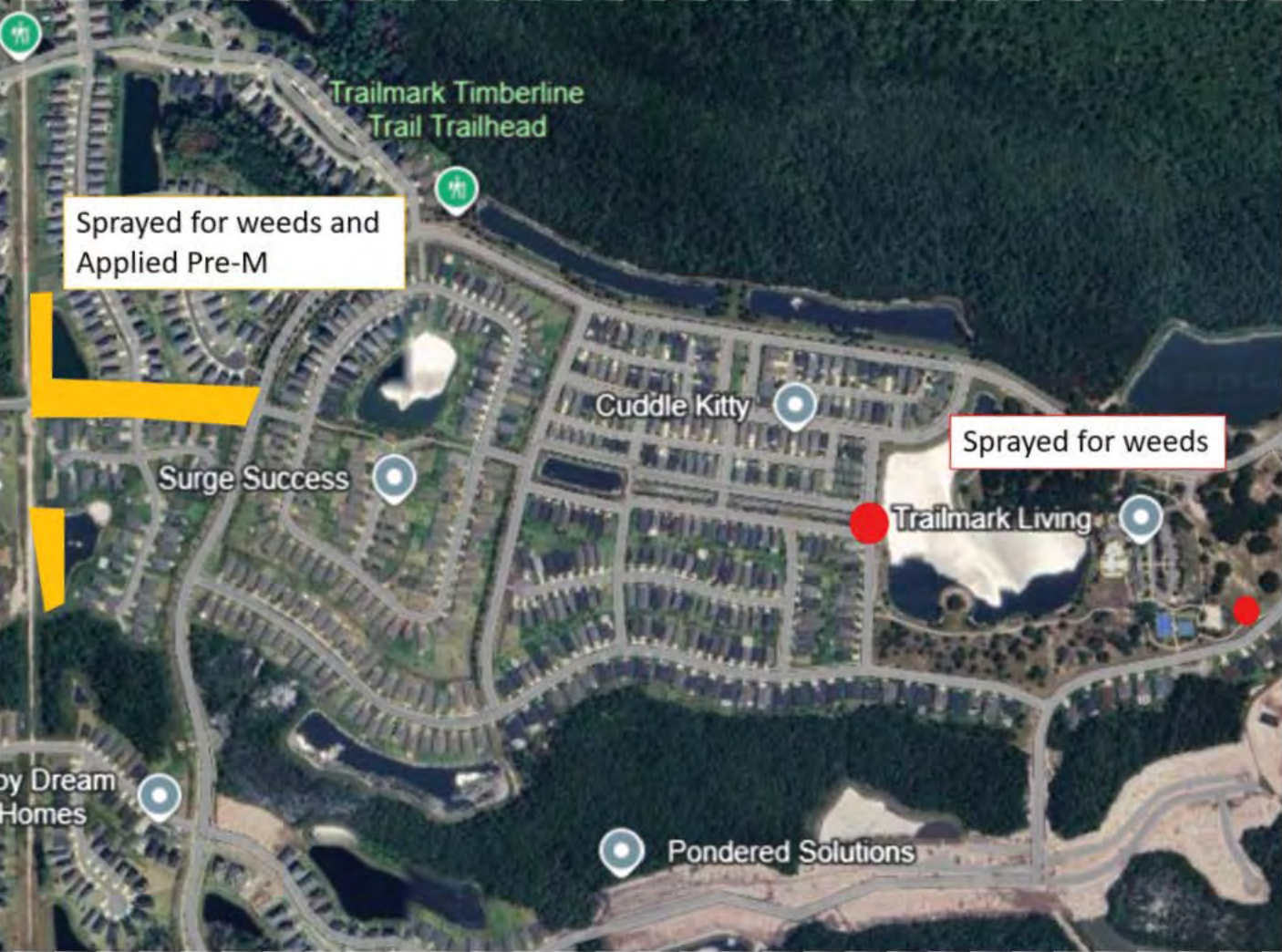
This week while on site we mowed as needed at Split Oak and Back Creek, edge concrete, line trimmed and blow. Hand pull weeds around the pool area, Sprayed for weeds on pine straw bed exiting Trailmark (going towards Gran Lake), Sprayed bed around athletic field, tabby lake, Back Creek, Spartina beds near the power lines and Bird Watch. We also applied Preemergence on Back Creek.

Next week we will be mowing Trailmark Drive, Shelmore and the 3 canals, edging sidewalks, line trimming and blowing. Spraying pool area, trimming along Trailmark Drive (entrance up to Dog Park), Spraying Cloverly and the 3 canals.

Service provided by:

German Martinez Jr.

Received by:



A satellite map of a residential area with several labels and icons. The labels include 'Trailmark Timberline Trail Trailhead' at the top, 'Surge Success' on the left, 'Cuddle Kitty' in the center, 'Trailmark Living' on the right, and 'Pondered Solutions' at the bottom. There are also two red dots on the right side. A yellow L-shaped bracket is on the left, and a white box with text is at the top left. A red box with text is on the right. A green circular icon with a person is at the top left, and a blue circular icon with a person is at the top center.

Trailmark Timberline
Trail Trailhead

Sprayed for weeds and
Applied Pre-M

Surge Success

Cuddle Kitty

Sprayed for weeds

Trailmark Living

by Dream
Homes

Pondered Solutions



COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 4/4/2025

The following landscape maintenance services were performed on your property today.
If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input checked="" type="checkbox"/> Lakes mowed <input checked="" type="checkbox"/> Blowing <input checked="" type="checkbox"/>	Pruning <input type="checkbox"/> Hedging <input checked="" type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Grass Cutback _____ <input type="checkbox"/> Interior Gardens weeded <input type="checkbox"/> Annual beds checked & cleaned <input type="checkbox"/>

COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed as needed throughout Trailmark Drive, Shelmore, Bloomfield, Ferndale and the 3 canals, edge sidewalks, line trimmed and blow. Trimmed Shrubs along trailmark drive up to the dog park and back creek. Sprayed for weeds at the pool area, Split oak, Cedarstone, Trailmark Drive (Wineberry to White Rabbit). We also applied Pre-M on Split Oak and mowed lakes #29 and 20.

On our next visit we will be mowing Golden Rod, Back Creek, Around the Amenities, edging concrete, line trimming, blowing, and spraying over the top selective on Ornamental Grasses throughout the property.

Service provided by:

German Martinez Jr.

Received by:



COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 4/18/2025

The following landscape maintenance services were performed on your property today.
If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input checked="" type="checkbox"/> Lakes mowed <input checked="" type="checkbox"/> Blowing <input checked="" type="checkbox"/>	Pruning <input type="checkbox"/> Hedging <input checked="" type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Grass Cutback <input type="checkbox"/> Interior Gardens weeded <input type="checkbox"/> Annual beds checked & cleaned <input type="checkbox"/>

COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed as needed, edge curves, line trimmed and blow. Mow lakes 1,2,3,4,5,6,7, 14,15,18,19,21,22,25,26,27 and 28. Sprayed for weeds around athletic field and entrance up to Dog Park. We also sprayed over the selective on Spartina beds on the corner of Split Oak up to Shelmore and common grounds on farmfield.

Next week we continue to mow as needed, edging sidewalks, line trimming, blowing, elevating tree canopy next to wood line as you enter the property, removing tree suckers along trailmark drive, spraying for weeds in Golden Rod and pruning Crape Myrtles at the end of Split Oak.

Service provided by:

German Martinez Jr.

Received by:

B.

Quality Site Assessment

Prepared for: **Six Mile CDD Trailmark**

General Information

DATE: Friday, Apr 04, 2025
NEXT QSA DATE: Tuesday, Jul 01, 2025
CLIENT ATTENDEES: Alex Boyer
BRIGHTVIEW ATTENDEES: Steve McAvoy

Customer Focus Areas

Clubhouse- focal areas(weeds and debris), Complete site, Entrance appearance, Tornado clean up, Hurricane clean up

Quality you can count on.

7 Seven Standards of Excellence



Site Cleanliness



Weed Free



Green Turf



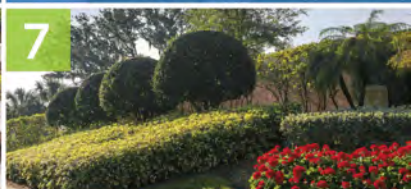
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs

Carryover Items



- 1** Volleyball court area – there are some light debris that need to be removed along with some minimal weed issues that need to be addressed. We will also get with our team to rake sand area for a refreshed look. We will follow up upon completion

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Maintenance Items



- 1** We will be removing declining plants by court areas next week while on site
- 2** Starting to see a lot of fire ant activity, we will continue to treat as needed
- 3** Playground area is clean and weed free
- 4** Pool deck area is free and clear of weeds and debris

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Maintenance Items



5 Turf color is starting to improve with the warming temperatures

6 Hard and soft surfaces are being edged on a weekly rotation

7 Trimming is being completed on a weekly rotation

8 All lirope beds have been treated with an over-the-top selective and pre-emergent to help control the weed population.

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Maintenance Items



- 9** Pine straw installation has been completed. We are also currently about 90% completed with pre-emergent applications. This should be completed by the second week of April. We will follow up once completed
- 10** There are some dead in the Juniper located at the entrance. We will get with our team to have this removed next week while on site.
- 11** Oyster plants were cut back last month and are starting to push out new growth and should recover well from cold damage
- 12** Ornamental grasses are being trimmed back away from sidewalks as needed. Also, at this area coming into the entrance on the north side by first Lake, there are a few trees that need to be elevated. We will get with our team to have this completed next week.

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Maintenance Items



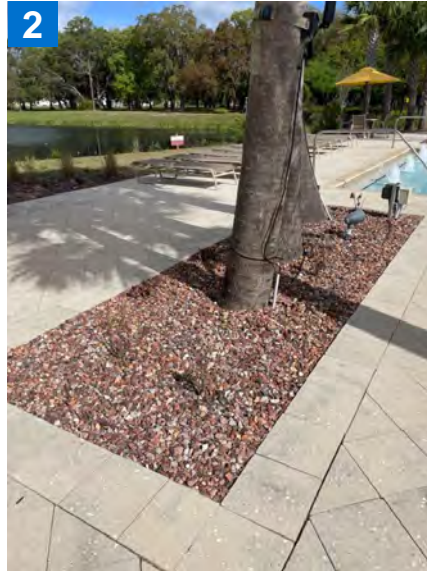
13 There is a heavy stand of leaves at roundabout by playground on turf areas. We will get with our team to have these removed next week while on site.

14 Plumbago plants have been cut back at topiary and tabby lake areas and they are already starting to push out new growth. May require a few replacements at both locations

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Recommendations for Property Enhancements



1 There are 2 dead pine trees located behind 75/87 White Rabbit Run that are considered possible fall hazards. We can provide a quote upon request

2 Most of the Croton's inside the pool area have died due to cold damage. We will have our team removed next week while on site. We can propose to replace up upon request.

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Notes to Owner / Client



- 1** There are several dead or declining plants that get hit hard by cold temperatures over the winter that have not responded. We will forward a rendering for possible plant replacements.
- 2** Focal areas in front of clubhouse- Soft tissue plants were cut back from cold damage and are starting to respond. Some of the blue daze may need to be replaced.
- 3** Turf is starting to decline located near sidewalk at north side of clubhouse. This is due to high foot traffic cutting through inside of the sidewalk. We will continue to monitor.

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Completed Items



1 Contractual tree elevation should be completed this week while on site. Weather permitting.

2 Topiary Island – plumbago plants are scheduled to be cut back this week while on site and we will have the weed issues addressed as well. We have reviewed this area with our team and let them know this is a focal area that we need to keep a closer eye on.

3 Viburnum hedge exiting amenities area by parking lot has been lowered due to a line of site hazard. We have instructed our team to keep this hedge maintained at a lower height for safety concerns.

4 We removed all dead from oyster plants inside pool area this week while on site, this will help promote new growth. We will continue to monitor.

QUALITY SITE ASSESSMENT

Six Mile CDD Trailmark

Completed Items



5 Pine straw install has begun and we should be able to wrap up by the end of Next week.

6 With temperatures increasing, we are starting to get a push of spring weeds in some turf areas throughout property. We have scheduled a retreat for this month. We will follow up once complete

FOURTH ORDER OF BUSINESS

A.

Six Mile Creek Community Development District

April 25, 2025

- 1. Ratification of Requisition No. 203
(2021 Capital Improvement and Refunding Bonds (AA3, Phase 1))**
- 2. Ratification of Requisition Nos. 177 - 178
(2021 Bond Series (AA2, Phase 3B-East Parcel Phase 2))**
- 3. Ratification of Requisition Nos. 102 - 106
(2023 Bond Series (AA2 Phase 3C))**
- 4. Ratification of Requisition Nos. 90A – 93A
(2023 Bond Series (AA3 Phase 3-Phase 12))**
- 5. Ratification of Requisition Nos. 23 - 28
(2024 Bond Series-Phase 13)**
- 6. Ratification of Change Order Nos. 7 - 9
Trailmark Phase 13**
- 7. Ratification of Change Order Nos. 13 - 14
Trailmark East Parcel 3**
- 8. Ratification of Change Order Nos. 24 - 25
Trailmark Phase 12**

**Scott A. Wild
District Engineer
England-Thims & Miller, Inc.**

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT					
<p align="center">REQUISITION SUMMARY 2021 Capital Improvement and Refunding Bonds) Series 2023 (2023 Project Area) Capital Improvement Revenue Bonds Series 2024 (2024 Project Area)</p> <p align="center">Friday, April 25, 2025</p>					
<u>Date of Requisition</u>		<u>Payee</u>	<u>Reference</u>		<u>INVOICE AMOUNT</u>
2021 Capital Improvement and Refunding Revenue Bonds (Assessment Area 3, Phase 1)					
April	203	Brightview Landscape Services	FPL Area and Equipment Fee - Invoice 9142007		\$ 2,044.00
2021 Capital Improvement and Refunding Revenue Bonds (AA 2, Phase 3A) BOND SERIES					\$ 2,044.00
<u>Date of Requisition</u>		<u>Payee</u>	<u>Reference</u>		<u>INVOICE AMOUNT</u>
2021 Capital Improvement and Refunding Revenue Bonds (A/C 226000005) (Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES					
April	177	ETM	Master Site Planning (WA#51) Invoice 218431 (February 2025)		\$ 637.50
April	178	ETM	Master Site Planning (WA#51) Invoice 218905 (March 2025)		\$ 510.00
2021 Capital Improvement and Refunding Revenue Bonds (A/C 226000005) (Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES					\$ 1,147.50
<u>Date of Requisition</u>		<u>Payee</u>	<u>Reference</u>		<u>INVOICE AMOUNT</u>
2023 Capital Improvement Revenue Bonds (Series 2023) 2023 Project Area (Assessment Area 2 PH3C) BOND SERIES					
April	102	Jax Utilities Management, Inc.	Trailmark East Parcel Ph 3 - Contractor Application No. 22 (Feb 2025)		\$ 82,650.00
April	103	ETM	Trailmark East Parcel - Phase 3 CEI (WA#73) Invoice 218435 (February 2025)		\$ 7,533.75
April	104	First Coast Electric, LLC	Trailmark Phase 3 - 60 AMP Service for well pump - Invoice 16521		\$ 5,875.00
April	105	ETM	Trailmark East Parcel - Phase 3 CEI (WA#73) Invoice 218910 (March 2025)		\$ 4,017.50
April	106	Jax Utilities Management, Inc.	Trailmark East Parcel Ph 3 - Contractor Application No. 23 (March 2025)		\$ 110,366.92
2023 Capital Improvement Revenue Bonds (Series 2023) 2023 Project Area BOND SERIES					\$ 210,443.17
<u>Date of Requisition</u>		<u>Payee</u>	<u>Reference</u>		<u>INVOICE AMOUNT</u>
2023 Capital Improvement Revenue Bonds (Series 2023) 2023 Project Area (Assessment 3 PH3) BOND SERIES					
April	90A	ETM	Trailmark Phase 12 - CEI (WA#70) Invoice 218455 (February 2025)		\$ 1,645.00
April	91A	Jax Utilities Management, Inc.	Trailmark Phase 12 - Contractor Application No. 24 (Feb 2025)		\$ 15,912.50
April	92A	ETM	Trailmark Phase 12 - CEI (WA#70) Invoice 218929 (March 2025)		\$ 797.50
April	93A	Jax Utilities Management, Inc.	Trailmark Phase 12 - Contractor Application No. 25 (March 2025)		\$ 130,321.95
2023 Capital Improvement Revenue Bonds (Series 2023) 2023 Project Area BOND SERIES					\$ 148,676.95
<u>Date of Requisition</u>		<u>Payee</u>	<u>Reference</u>		<u>INVOICE AMOUNT</u>
2024 Capital Improvement Revenue Bonds (Series 2024) 2024 Project Area BOND SERIES					
April	23	ETM	Phase 13 CEI (WA#80) - Invoice 218436 (February 2025)		\$ 8,398.75
April	24	Jax Utilities Management	Trailmark Phase 13 Application for Payment No. 13 (Feb 2025)		\$ 672,207.65
April	25	ETM	Phase 13 CEI (WA#80) - Invoice 218909 (March 2025)		\$ 15,658.40
April	26	SES Environmental Resource SOL	Phase 13 Environmental Services - Invoice 41013		\$ 3,360.50
April	27	Brightview Landscape Services	Phase 13 Landscape Enhancement - Invoice 9317691		\$ 64,151.11
April	28	Jax Utilities Management	Trailmark Phase 13 Application for Payment No. 14 (March 2025)		\$ 102,030.00
2024 Capital Improvement Revenue Bonds (Series 2024) 2024 Project Area BOND SERIES					\$ 865,806.41
TOTAL REQUISITIONS TO BE APPROVED April 25, 2025					\$ 1,226,074.03

CHANGE ORDER

No. 7

DATE OF ISSUANCE: March 27, 2025

EFFECTIVE DATE: March 27, 2025

OWNER: Six Mile Creek Community Development District

CONTRACTOR: Jax Utilities Management, Inc.

Contract: Trailmark Phase 13

Project: Trailmark Phase 13

OWNER's Contract No. N.A.

ENGINEER's Contract No. 21-363-01

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Credit for miscellaneous sleeves

Reason for Change: Unused sleeve allowance

Attachments: (List documents supporting change) Jax Utilities Management, Inc. Change Order Request dated 3/20/2025

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 8,763,666.00</u>
Net Increase /Decrease from previous Change Orders No. <u>0</u> to No. <u>6</u> <u>\$ (854,228.76)</u>
Contract Price prior to this Change Order: <u>\$ 7,909,437.24</u>
Net Increase /Decrease of this Change Order: <u>\$ (58,546.00)</u>
Contract Price with all approved Change Orders: <u>\$ 7,850,891.24</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>450</u> Ready for final payment: <u>510</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-6-</u> Substantial Completion: <u>9</u> Ready for final payment: <u>9</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>459</u> Ready for final payment: <u>519</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>459</u> Ready for final payment: <u>519</u> (days)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 3/28/2025

Date: Apr. 4, 2025

Date: íñî èñîðë

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Trailmark 13
 Owner: Six Mile Creek CDD
 Engineer: England-Thims & Miller

Change Order No: 7
 Date: 3/20/2025
 Contract for: SITE WORK

Mike James - Chairman | Charlie Freshwater - President | Rick Johns - Vice President

SCOPE

The contract is changed as follows:

Owner Direct Purchase Credit for Water, Sewer & Storm Materials

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
01	Material Purchase	1	LS	-\$1,223,506.76	-\$1,223,506.76
02	Replace MH Base	1	LS	\$19,278.00	\$19,278.00
03	2 Rain Days	2	EA	\$0.00	\$0.00
04	2 Rain Days	2	EA	\$0.00	\$0.00
05	5 Rain Days	5	EA	\$0.00	\$0.00
06	Import Fill	18,288	CY	\$19.14	\$350,000.00
07					

SUMMARY

The original Contract Sum was:

\$ 8,763,666.00

The net change by previously authorized Change Orders:

-\$854,228.76

The Contract Sum prior to this Change Order was:

\$ 7,909,437.24

The Contract Sum will be increased (decreased) by this Change Order in the amount of:

-\$58,546.00

The new Contract Sum including this Change Order will be:

\$ 7,850,891.24

TIME

The original commencement date was: 4/16/2024

Original days to Substantial Completion was: 450 days

Date: 7/10/2025

Original days to Final Completion was: 510 days

Date: 9/8/2025

Days added prior to this change order was: 9 days

Days will be increased (decreased) by: 0 days

Current Substantial Completion: 459 days

Date: 7/19/2025

New days to Substantial Completion: 459 days

Date: 7/19/2025

Current Final Completion: 519 days

Date: 9/17/2025

New days to Final Completion: 519 days

Date: 9/17/2025



Serving NE Florida Since 1974

Mike James - Chairman | Charlie Freshwater - President | Rick Johns - Vice President

3/20/2025

Change Order Proposal & Scope of Work

Project: Trailmark 13
CO #: 2
Owner: Six Mile Creek CDD
Engineer: England-Thims & Miller
Geotech: ECS of Florida, LLC
Surveyor:

Item	Description: Purchase, Haul and Place Fill Material to Complete TM-13	Quantity	Units	Unit Price	Total Price
1	2.5" Sleeves	(842)	LF	\$12.00	\$ (10,104.00)
2	3" Sleeves	(715)	LF	\$14.00	-10,010.00
3	4" Sleeves	(1,340)	LF	\$16.00	-21,440.00
4	6" Sleeves	(944)	LF	\$18.00	-16,992.00
				Total	\$ (58,546.00)

CHANGE ORDER

No. 8

DATE OF ISSUANCE: April 3, 2025

EFFECTIVE DATE: April 3, 2025

OWNER: Six Mile Creek Community Development District

CONTRACTOR: Jax Utilities Management, Inc.

Contract: Trailmark Phase 13

Project: Trailmark Phase 13

OWNER's Contract No. N.A.

ENGINEER's Contract No. 21-363-01

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Add Signal to the Trailmark 13 Contract

Reason for Change: Associated with approval of Phase 13

Attachments: (List documents supporting change) Jax Utilities Management, Inc. Change Order Request dated 4/2/2025

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 8,763,666.00</u>
Net Increase /Decrease from previous Change Orders No. <u>0</u> to No. <u>7</u> <u>\$ (912,774.76)</u>
Contract Price prior to this Change Order: <u>\$ 7,850,891.24</u>
Net Increase/ Decrease of this Change Order: <u>\$ 990,842.00</u>
Contract Price with all approved Change Orders: <u>\$ 8,841,733.24</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>450</u> Ready for final payment: <u>510</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-7-</u> Substantial Completion: <u>9</u> Ready for final payment: <u>9</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>459</u> Ready for final payment: <u>519</u> (days)
Net Increase this Change Order: Substantial Completion: <u>550</u> Ready for final payment: <u>550</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>1009</u> Ready for final payment: <u>1069</u> (days)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 4/3/2025

Date: Apr. 4, 2025

Date: 11/11/08

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CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Trailmark 13
 Owner: Six Mile Creek CDD
 Engineer: England-Thims & Miller

Change Order No: 8
 Date: 4/2/2025
 Contract for: SITE WORK

Charlie Freshwater - President | Steven Jordan - CFO | Rick Johns - Vice President

SCOPE

The contract is changed as follows:

Owner Direct Purchase Credit for Water, Sewer & Storm Materials

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
01	Material Purchase	1	LS	-\$1,223,506.76	-\$1,223,506.76
02	Replace MH Base	1	LS	\$19,278.00	\$19,278.00
03	2 Rain Days	2	EA	\$0.00	\$0.00
04	2 Rain Days	2	EA	\$0.00	\$0.00
05	5 Rain Days	5	EA	\$0.00	\$0.00
06	Import Fill	18,288	CY	\$19.14	\$350,000.00
07	Sleeve Deduction	1	LS	-\$58,546.00	-\$58,546.00

SUMMARY

The original Contract Sum was:	\$ 8,763,666.00
The net change by previously authorized Change Orders:	-\$912,774.76
The Contract Sum prior to this Change Order was:	\$ 7,850,891.24
The Contract Sum will be increased (decreased) by this Change Order in the amount of:	\$990,842.00
The new Contract Sum including this Change Order will be:	\$ 8,841,733.24

TIME

The original commencement date was: 4/16/2024

Original days to Substantial Completion was: 450 days Date: 7/10/2025
 Original days to Final Completion was: 510 days Date: 9/8/2025
 Days added prior to this change order was: 9 days

Days will be increased (decreased) by: 550 days

Current Substantial Completion:	<u>459</u> days	Date: <u>7/19/2025</u>	New days to Substantial Completion:	<u>1009</u> days	Date: <u>1/20/2027</u>
Current Final Completion:	<u>519</u> days	Date: <u>9/17/2025</u>	New days to Final Completion:	<u>1069</u> days	Date: <u>3/21/2027</u>



Serving NE Florida Since 1974

Mike James - Chairman | Charlie Freshwater - President | Rick Johns - Vice President

4/2/2025

Change Order Proposal & Scope of Work

Project: Trailmark 13
CO #: 8
Owner: Six Mile Creek CDD
Engineer: England-Thims & Miller
Geotech: ECS of Florida, LLC
Surveyor:

Item	Traffic Signal	Quantity	Units	Unit Price	Total Price
1	General Conditions	1	LS	\$97,576.00	\$97,576.00
2	Bond	1	LS	\$7,239.00	\$7,239.00
3	Survey & Asbuilt	1	LS	\$20,825.00	\$20,825.00
4	Testing	1	LS	\$22,000.00	\$22,000.00
5	Erosion Control	1	LS	\$2,380.00	\$2,380.00
6	MOT	1	LS	\$64,465.00	\$64,465.00
7	Demolition	1	LS	\$9,178.00	\$9,178.00
8	Grassing	1	LS	\$9,780.00	\$9,780.00
9	Asphalt Paving	1	LS	\$112,607.00	\$112,607.00
10	Striping & Signs	1	LS	\$24,891.00	\$24,891.00
11	Curb and Concrete	1	LS	\$52,499.00	\$52,499.00
12	Signalization	1	LS	\$567,402.00	\$567,402.00
				Total	\$990,842.00

CHANGE ORDER

No. 9

DATE OF ISSUANCE: April 3, 2025

EFFECTIVE DATE: April 3, 2025

OWNER: Six Mile Creek Community Development District

CONTRACTOR: Jax Utilities Management, Inc.

Contract: Trailmark Phase 13

Project: Trailmark Phase 13

OWNER's Contract No. N.A.

ENGINEER's Contract No. 21-363-01

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Milling and Paving of alleys

Reason for Change: Pavement section had deteriorated

Attachments: (List documents supporting change) Jax Utilities Management, Inc. Change Order Request dated 4/2/2025

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 8,763,666.00</u>
Net Increase/ Decrease from previous Change Orders No. <u>0</u> to No. <u>8</u> <u>\$ 78,067.24</u>
Contract Price prior to this Change Order: <u>\$ 8,841,733.24</u>
Net Increase/ Decrease of this Change Order: <u>\$ 108,188.00</u>
Contract Price with all approved Change Orders: <u>\$ 8,949,921.24</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>450</u> Ready for final payment: <u>510</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-8-</u> Substantial Completion: <u>550</u> Ready for final payment: <u>550</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>1009</u> Ready for final payment: <u>1069</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>1009</u> Ready for final payment: <u>1069</u> (days)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

APPROVED:

By: Michelle Sutton
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 4/3/2025

Date: Apr 4, 2025

Date: 11/11/2025

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CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Trailmark 13
 Owner: Six Mile Creek CDD
 Engineer: England-Thims & Miller

Change Order No: 9
 Date: 4/2/2025
 Contract for: SITE WORK

Charlie Freshwater - President | Steven Jordan - CFO | Rick Johns - Vice President

SCOPE

The contract is changed as follows:

Owner Direct Purchase Credit for Water, Sewer & Storm Materials

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
01	Material Purchase	1	LS	-\$1,223,506.76	-\$1,223,506.76
02	Replace MH Base	1	LS	\$19,278.00	\$19,278.00
03	2 Rain Days	2	EA	\$0.00	\$0.00
04	2 Rain Days	2	EA	\$0.00	\$0.00
05	5 Rain Days	5	EA	\$0.00	\$0.00
06	Import Fill	18,288	CY	\$19.14	\$350,000.00
07	Sleeve Deduction	1	LS	-\$58,546.00	-\$58,546.00
08	Traffic Signal	1	LS	\$990,842.00	\$990,842.00

SUMMARY

The original Contract Sum was:

\$ 8,763,666.00

The net change by previously authorized Change Orders:

\$78,067.24

The Contract Sum prior to this Change Order was:

\$ 8,841,733.24

The Contract Sum will be increased (decreased) by
this Change Order in the amount of:

\$108,188.00

The new Contract Sum including this Change Order will be:

\$ 8,949,921.24

TIME

The original commencement date was: 4/16/2024

Original days to Substantial Completion was: 450 days Date: 7/10/2025
 Original days to Final Completion was: 510 days Date: 9/8/2025
 Days added prior to this change order was: 559 days

Days will be increased (decreased) by: 0 days

Current Substantial Completion: 1009 days Date: 1/20/2027
 Current Final Completion: 1069 days Date: 3/21/2027

New days to Substantial Completion: 1009 days Date: 1/20/2027
 New days to Final Completion: 1069 days Date: 3/21/2027



Serving NE Florida Since 1974

Charlie Freshwater - President | Steven Jordan - CFO | Rick Johns - Vice President

4/2/2025

Change Order Proposal & Scope of Work

Project: Trailmark 13
CO #: 9
Owner: Six Mile Creek CDD
Engineer: England-Thims & Miller
Geotech: ECS of Florida, LLC
Surveyor:

Item	Mill and Pvae Trailmark Alley Way	Quantity	Units	Unit Price	Total Price
1	1.5" Mill	4,000	SY	\$6.86	\$27,440.00
2	Pave 1.5" SP-9.5	4,000	SY	\$19.20	\$76,800.00
3	QA/QC	1	LS	\$3,948.00	\$3,948.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
11					\$0.00
12					\$0.00
				Total	\$108,188.00

CHANGE ORDER

No. 13

DATE OF ISSUANCE: March 7, 2025

EFFECTIVE DATE: March 7, 2025

OWNER: Six Mile Creek Community Development District

CONTRACTOR: Jax Utilities Management, Inc.

Contract: Trailmark East Parcel 3

Project: Trailmark East Parcel 3

OWNER's Contract No. N.A.

ENGINEER's Contract No. 21-407-01

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Work order repairs 119, 120, 122, and 123

Reason for Change: Work order repairs 119, 120, 122, and 123

Attachments: (List documents supporting change) Jax Utilities Management, Inc. Change Order Requested dated 3/7/2025

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 11,673,640.00</u>
Net Increase /Decrease from previous Change Orders No. <u>0</u> to No. <u>12</u> <u>\$ (2,677,152.46)</u>
Contract Price prior to this Change Order: <u>\$ 8,996,487.54</u>
Net Increase/ Decrease of this Change Order: <u>\$ 8,401.00</u>
Contract Price with all approved Change Orders: <u>\$ 9,004,888.54</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>520</u> Ready for final payment: <u>580</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>12</u> Substantial Completion: <u>161</u> Ready for final payment: <u>161</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>681</u> Ready for final payment: <u>741</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>681</u> Ready for final payment: <u>741</u> (days)

RECOMMENDED:

By: Scott A. WSD
ENGINEER (Authorized Signature)

APPROVED:

By: Michelle Sander
OWNER (Authorized Signature)

ACCEPTED:

By: Scott Mason
CONTRACTOR (Authorized Signature)

Date: March 7, 2025

Date: 3/10/2025

Date: March 10, 2025

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CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Trailmark East Parcel 3
Owner: Six Mile Creek CDD
Engineer: England-Thims & Miller

Change Order No: 13
Date: 3/7/2025

Mike James - Chairman | Charlie Freshwater - President | Rick Johns - Vice President

SCOPE

The contract is changed as follows:	
CO 13	Work Order Repairs

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
01	Clear, excavate, & haul fill to PH 10. Replace fill on EP3.	1	LS	\$397,600.00	\$397,600.00
02	ADS Credit	1	LS	-\$142,000.00	-\$142,000.00
03	Material Credit	1	LS	\$1,352,226.46	-\$1,352,226.46
04	Haul Road	1	LS	\$567,979.00	\$567,979.00
05	Additoinal Culverts & Import Credit	1	LS	-\$2,140,450.00	-\$2,140,450.00
06	Remove Haul Raod and Crushcrete Credit	1	LS	-\$21,145.00	-\$21,145.00
07	Rain Days (2)	1	LS	-	
08	EP-2 Rear Lot Drainage Lots 298& 295	1	LS	\$16,940.00	\$16,940.00
09	Rain Days (2)	1	LS		
10	Rain Days (5)	1	LS		
11	MODIFY EP-2 Rear Lot Drainage Lots 298& 295	1	LS	8,460.00	\$8,460.00
12	FPL Easement South & Credits	1	LS	(12,310.00)	-\$12,310.00

SUMMARY

The original Contract Sum was:	\$ 11,673,640.00
The net change by previously authorized Change Orders:	-\$2,677,152.46
The Contract Sum pior to this Change Order was:	\$ 8,996,487.54
The Contract Sum will be increased (decreased) by this Change Order in the amount of:	\$8,401.00
The new Contract Sum including this Change Order will be:	\$ 9,004,888.54

TIME

The original commencement date was: 2/21/2023
Original days to Substantial Completion was: 520 days
Date: 7/25/2024

Original days to Final Completion was: **540** days
Days added prior to this change order was: **161** days

Date: **9/23/2024**

Days will be increased (decreased) by: **0** days

Current Substantial Completion:	681	days	Date:	1/2/2025	New days to Substantial Completion:	681	days	Date:	1/2/2025
Current Final Completion:	741	days	Date:	3/3/2025	New days to Final Completion:	741	days	Date:	3/3/2025

England-Thims & Miller
ENGINEER

Jax Utilities Management Inc
CONTRACTOR

Six Mile Creek CDD
OWNER

(Signature)

(Signature)

(Signature)

DATE

3/7/2025
DATE

DATE

CHANGE ORDER

No. 14

DATE OF ISSUANCE: March 17, 2025

EFFECTIVE DATE: March 17, 2025

OWNER: Six Mile Creek Community Development District

CONTRACTOR: Jax Utilities Management, Inc.

Contract: Trailmark East Parcel 3

Project: Trailmark East Parcel 3

OWNER's Contract No. N.A.

ENGINEER's Contract No. 21-407-01

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Seeding and final quantity adjustments

Reason for Change: Seeding of disturbed areas and credits for unnecessary items

Attachments: (List documents supporting change) Jax Utilities Management, Inc. Change Order Requested dated 3/17/2025

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 11,673,640.00</u>
Net Increase /Decrease from previous Change Orders No. <u>0</u> to No. <u>13</u> <u>\$ (2,668,751.46)</u>
Contract Price prior to this Change Order: <u>\$ 9,004,888.54</u>
Net Increase /Decrease of this Change Order: <u>\$ (118,515.30)</u>
Contract Price with all approved Change Orders: <u>\$ 8,886,373.24</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>520</u> Ready for final payment: <u>580</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>13</u> Substantial Completion: <u>161</u> Ready for final payment: <u>161</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>681</u> Ready for final payment: <u>741</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>681</u> Ready for final payment: <u>741</u> (days)

RECOMMENDED:

By: Scott A. WSD
ENGINEER (Authorized Signature)

APPROVED:

By: Michelle Sutton
OWNER (Authorized Signature)

ACCEPTED:

By: Scott Mason JJA
CONTRACTOR (Authorized Signature)

Date: March 17, 2025

Date: March 18, 2025

Date: March 18, 2025

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CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Trailmark East Parcel 3
 Owner: Six Mile Creek CDD
 Engineer: England-Thims & Miller

Change Order No: 14
 Date: 3/17/2025

Mike James - Chairman | Charlie Freshwater - President | Rick Johns - Vice President

SCOPE

The contract is changed as follows:	
CO 14	Sedding & Final Quantity Adjustment

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
01	Clear, excavate, & haul fill to PH 10. Replace fill on EP3.	1	LS	\$397,600.00	\$397,600.00
02	ADS Credit	1	LS	-\$142,000.00	-\$142,000.00
03	Material Credit	1	LS	\$1,352,226.46	-\$1,352,226.46
04	Haul Road	1	LS	\$567,979.00	\$567,979.00
05	Additoinal Culverts & Import Credit	1	LS	-\$2,140,450.00	-\$2,140,450.00
06	Remove Haul Raod and Crushcrete Credit	1	LS	-\$21,145.00	-\$21,145.00
07	Rain Days (2)	1	LS	-	
08	EP-2 Rear Lot Drainage Lots 298& 295	1	LS	\$16,940.00	\$16,940.00
09	Rain Days (2)	1	LS		
10	Rain Days (5)	1	LS		
11	MODIFY EP-2 Rear Lot Drainage Lots 298& 295	1	LS	8,460.00	\$8,460.00
12	FPL Easement South & Credits	1	LS	(12,310.00)	-\$12,310.00
13	Work Order Repairs	1	LS	8,401.00	\$8,401.00
				-	\$0.00

SUMMARY

The original Contract Sum was:	\$ 11,673,640.00
The net change by previously authorized Change Orders:	-\$2,668,751.46
The Contract Sum prior to this Change Order was:	\$ 9,004,888.54
The Contract Sum will be increased (decreased) by this Change Order in the amount of:	-\$118,515.30
The new Contract Sum including this Change Order will be:	\$ 8,886,373.24

TIME

The original commencement date was: 2/21/2023

Original days to Substantial Completion was: 520 days
Original days to Final Completion was: 540 days
Days added prior to this change order was: 161 days

Date: 7/25/2024
Date: 9/23/2024

Days will be increased (decreased) by: 0 days

Current Substantial Completion:	681	days	Date:	1/2/2025	New days to Substantial Completion:	681	days	Date:	1/2/2025
Current Final Completion:	741	days	Date:	3/3/2025	New days to Final Completion:	741	days	Date:	3/3/2025

England-Thims & Miller
ENGINEER

Jax Utilities Management Inc
CONTRACTOR

Six Mile Creek CDD
OWNER

(Signature)

(Signature)

(Signature)

DATE

3/17/2025
DATE

DATE



| Charlie Freshwater - President | Rick Johns - Vice President

Change Order 14 Seeding & Final Quantity Adjustment

Project: Trailmark East Parcel 3

Owner: Six Mile Creek CDD

Engineer: England-Thims & Miller

Geotech: ECS of Florida, LLC

Surveyor: Clary & Associates, Inc.

[illegible]

CHANGE ORDER

No. 25

DATE OF ISSUANCE: March 31, 2025

EFFECTIVE DATE: March 31, 2025

OWNER: Six Mile Creek Community Development District

CONTRACTOR: Jax Utilities Management, Inc.

Contract: Trailmark Phase 12

Project: Trailmark Phase 12

OWNER's Contract No. N.A.

ENGINEER's Contract No. 20-277

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Cast iron grate and final SOV adjustment

Reason for Change: Contract amount finalization

Attachments: (List documents supporting change) Jax Utilities Management, Inc. proposed change order dated March 28, 2025

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$ 11,492,616.00</u>	Original Contract Times: Substantial Completion: <u>480</u> Ready for final payment: <u>540</u> (days)
Net Increase /Decrease from previous Change Orders No. <u>0</u> to No. <u>24</u> <u>\$ (294,860.38)</u>	Net change from previous Change Orders No. <u>-0-</u> to No. <u>24</u> Substantial Completion: <u>91</u> Ready for final payment: <u>91</u> (days)
Contract Price prior to this Change Order: <u>\$ 11,197,755.62</u>	Contract Times prior to this Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>631</u> (days)
Net Increase /Decrease of this Change Order: <u>\$ (70,314.00)</u>	Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Price with all approved Change Orders: <u>\$ 11,127,441.62</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>571</u> Ready for final payment: <u>631</u> (days)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

APPROVED:

By: _____
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: March 31, 2025

Date: _____

Date: March 31, 2025

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CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Trailmark 12

Owner: Six Mile Creek CDD

Engineer: England-Thims & Miller

Change Order No: 25

Date: 3/28/2025

Contract for: SITE WORK

Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

SCOPE

The contract is changed as follows:

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
01	Various changes. See SOV.	1	LS	\$722,431.60	\$722,431.60
02	4A Concrete & Asphalt Repairs	1	LS	\$462,598.75	\$462,598.75
03	ADS Credit	1	LS	-\$42,800.00	-\$42,800.00
04	5A & 7 Concrete & Asphalt Repairs	1	LS	\$301,081.75	\$301,081.75
05	Material Deduct	1	LS	-\$1,410,064.73	-\$1,410,064.73
06	Wetland Outfall	1	LS	\$411,000.00	\$411,000.00
07	TM-11 Repairs Paid by Owner Damage Allstate Elec.	1	LS	-\$16,671.25	-\$16,671.25
08	Rec Pond Storm and Import Credit Roadway and Lots	1	LS	-\$1,194,560.00	-\$1,194,560.00
09	Pothole Repairs	1	LS	\$1,500.00	\$1,500.00
10	Mail Kiosk	1	LS	\$88,970.00	\$88,970.00
11	FPL Easement Road	1	LS	\$96,750.00	\$96,750.00
12	Grading Amenity Center	1	LS	\$7,105.00	\$7,105.00
13	Mod EX-305A Knockout	1	LS	\$4,300.00	\$4,300.00
14	Rain Days (2)	1	LS	\$0.00	\$0.00
15	FPL Easment Certified As-builts	1	LS	\$3,000.00	\$3,000.00
16	FPL Electric	1	LS	-\$156,050.50	-\$156,050.50
17	Cronin Utilities	1	LS	\$52,906.00	\$52,906.00
18	Re-Grade Wetland Outfall	1	LS	\$37,090.00	\$37,090.00
19	Teco Damage	1	LS	\$2,800.00	\$2,800.00
20	TM-11 Curb & Pond 32 Repair	1	LS	\$12,908.00	\$12,908.00
21	8' Path at Rec Pond	1	LS	\$115,050.00	\$115,050.00
22	Cronin Drive	1	LS	\$196,895.00	\$196,895.00
23	Tree Removal	1	LS	\$1,800.00	\$1,800.00

SUMMARY

The original Contract Sum was:

\$	11,492,616.00
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The net change by previously authorized Change Orders:

-\$294,860.38

The Contract Sum prior to this Change Order was:

\$ 11,197,755.62

The Contract Sum will be increased (decreased) by
this Change Order in the amount of:

- \$70,314.00

The new Contract Sum including this Change Order will be:

\$ 11,127,441.62

TIME

The original commencement date was: **2/21/2023**

Original days to Substantial Completion was: **480** days

Date: 6/15/2024

Original days to Final Completion was: **540** days

Date: 8/14/2024

Days added prior to this change order was: **91** days

Days will be increased (decreased) by: days

Current Substantial Completion:	571	days
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Date: 9/14/2024

New days to Substantial Completion: **571** days

Date: 9/14/2024

Current Final Completion: **631** days

Date: 11/13/2024

New days to Final Completion: 631 days

Date: 11/13/2024



Serving NE Florida Since 1974

Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

Date 3/28/2025

Change Order Proposal & Scope of Work

Project: Trailmark 12

Owner: Six Mile Creek CDD

Engineer: England-Thims & Miller

Geotech: ECS of Florida, LLC

Surveyor: Clary & Associates, Inc.

Item	Cast Iron Grate & Final SOV Adjustments	Quantity	Units	Unit Price	Total Price
1	28x28 Coast Iron Grate EP-1	1	LS	\$ 950.00	\$ 950.00
2	Credit Contractor Warranty	-1	LS	\$ 28,000.00	\$ (28,000.00)
3	Credit CO 22 Import Fill Not Needed	-1664	CY	\$ 26.00	\$ (43,264.00)
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
20	Notes				\$ -
					\$ -
				Total	\$ (70,314.00)

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 84
PACETTI ROAD TRAFFIC SIGNAL**

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

ETM proposes to perform limited construction administration for Phase 13 throughout the construction and closeout phase of the project. This task includes the following services:

- | | |
|---|---------------------------------------|
| 1. Contract Document Preparation Assistance | 7. Certification to St. Johns County |
| 2. Part-time Field Representation | 8. Review of Contractors Pay Requests |
| 3. Shop Drawing Review | 9. Assistance with St. Johns County |
| 4. Owner Authorized Site Visits | 10. FPL Coordination |
| 5. As-Built Review | 11. Progress Reports |
| 6. Regulatory Agency Required Inspections | |

FEE.....HOURLY

(HOURLY BUDGET ESTIMATE = \$3,950.00/MONTH)

(NOT TO EXCEED \$55,300.00 OVER A 14-MONTH PERIOD WITHOUT FURTHER AUTHORIZATION)

BASIS OF ESTIMATE

Executive Vice President	2.0 hours/month @ \$370/hour	=	\$ 740.00
Project Manager	4.0 hours/month @ \$225/hour	=	\$ 900.00
Engineer	5.0 hours/month @ \$190/hour	=	\$ 950.00
CEI Project Manager	2.0 hours/month @ \$205/hour	=	\$ 410.00
CEI Inspector	6.0 hours/month @ \$140/hour	=	\$ 840.00
Administrative Support	1.0 hours/month @ \$110.00/hour	=	<u>\$ 110.00</u>
TOTAL			\$3,950.00

England, Thims & Miller, Inc. will perform additional services, as may be requested, at the following hourly rates:

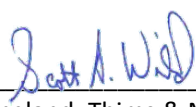
**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2025**

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

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

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

Approval

Submitted by: 
England, Thims & Miller, Inc.

Date: April 22, 2025

Approved by: _____
Six Mile Creek Community Development District

Date: _____, 2025

B.

1.

**Flock Safety + FL - Six Mile Creek
CDD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Erica Graham
erica.graham@flocksafety.com
9045131590

flock safety



EXHIBIT A
ORDER FORM

Customer:	FL - Six Mile Creek CDD	Initial Term:	24 Months
Legal Entity Name:	FL - Six Mile Creek CDD	Renewal Term:	24 Months
Accounts Payable Email:	ssweeting@gmsnf.com	Payment Terms:	Net 15
Address:	2175 Swallowtail Lane Saint Augustine, Florida 32092	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$2,500.00
Flock Safety Flock OS			
FlockOS™ - Community	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR - Neighborhoods, fka Sparrow	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$325.00	1	\$325.00

Subtotal Year 1:	\$2,825.00
Annual Recurring Subtotal:	\$2,500.00
Discounts:	\$325.00
Estimated Tax:	\$0.00
Contract Total:	\$5,325.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$2,825.00
Annual Recurring after Year 1	\$2,500.00
Contract Total	\$5,325.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$325.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS TM - Community	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR - Neighborhoods, fka Sparrow	Residential grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at

<https://www.flocksafety.com/cs-terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By:

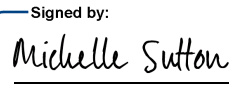
Signed by:

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Name: Mark Smith
Title: General Counsel
Date: 4/8/2025

Customer: FL - Six Mile Creek CDD

By:

Signed by:

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Name: Michelle Sutton
Title: Chair
Date: 2025-04-04
PO Number:

Master Services Agreement

This Master Services Agreement (this “Agreement”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“Flock”) and the entity identified in the signature block (“Customer”) (each a “Party,” and together, the “Parties”). This Agreement is effective on the date of mutual execution (“Effective Date”). Parties will sign an Order Form (“Order Form”) which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness,

prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “*Anonymized Data*” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “*Authorized End User(s)*” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “*Customer Data*” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “*Customer Hardware*” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “***Vehicle Fingerprint™***” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “***Web Interface***” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“***Retention Period***”). Authorized End Users will be required to sign up for an account and select a password and username (“***User ID***”). Flock shall not be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage). Flock agrees to preserve all public records in accordance with Florida law. Flock will not produce “exempt” records or “confidential and exempt” records, as such terms are defined by Florida law, except as authorized by Florida law.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***“Support Services”***).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***). Flock will make commercially reasonable efforts to

provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the

Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in

the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Flock is not responsible for any Authorized End User activity associated with Customer's account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data. Flock agrees to preserve all public records in accordance with Florida law. Flock will not produce “exempt” records or “confidential and exempt” records, as such terms are defined by Florida law, except as authorized by Florida law.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data. Flock agrees to preserve all public records in accordance with Florida law. Flock will not produce “exempt” records or “confidential and exempt” records, as such terms are defined by Florida law, except as authorized by Florida law.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems

and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data. Flock agrees to preserve all public records in accordance with Florida law. Flock will not produce “exempt” records or “confidential and exempt” records, as such terms are defined by Florida law, except as authorized by Florida law.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from

disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. Flock agrees to preserve all public records in accordance with Florida law. Flock will not produce “exempt” records or “confidential and exempt” records, as such terms are defined by Florida law, except as authorized by Florida law.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days’ prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days’ notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice or such time as required by Florida's Prompt Payment Act (to the extent applicable) , an interest penalty of 1.0% of any unpaid amount , or the maximum permitted by Florida law, whichever is lower, may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any

material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“***Cure Period***”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “***Defect***”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer

regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF FLORIDA.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God,

changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THREE TIMES (3X) THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF FLORIDA NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING

LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

9.4 Customer Indemnity. To the extent permitted by law, and without waiving any of the immunities or protections afforded to the Customer as a community development district under Florida law, Customer shall indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of Customer Obligations, Customer's Installation Obligations, Customer's sharing of any Customer Data, including any claim that such actions violate any applicable law or third party right.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at

<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of Florida. The Parties hereto agree that venue shall be St. Johns County. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial

computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the

right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

CUSTOMER NOTICES ADDRESS:

ADDRESS: 475 WEST TOWN PLACE, SUITE 114

ST. AUGUSTINE, FL 32092

ATTN: SARAH SWEETING

EMAIL: ssweeting@gmsnf.com

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage

(v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

ADDENDUM TO AGREEMENT ("ADDENDUM") BETWEEN THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT ("CUSTOMER" OR "DISTRICT") AND FLOCK GROUP INC. ("FLOCK")

The following provisions govern the Agreement referenced above:

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Flock or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance coverage described in Exhibit B.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. Flock 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.

If Flock fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Flock 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.

3. Flock further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
4. Flock understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Flock 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 **Governmental Management Services LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Flock 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 Flock 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 Flock'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 Flock, Flock 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 FLOCK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO FLOCK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 9405850, VIA EMAIL AT SARAH SWEETING, OR BY MAIL AT C/O GOVERNMENTAL MANAGEMENT SERVICES LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092

5. Flock shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Flock 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 Flock has knowingly violated Section 448.091, *Florida Statutes*.

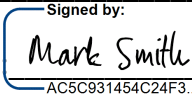
If Flock anticipates entering into agreements with a subcontractor to provide the Flock Services, Flock will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Flock shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Flock has otherwise complied with its obligations hereunder, the District shall promptly notify Flock. Flock agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Flock or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

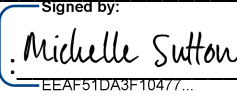
By entering into this Agreement, Flock represents that no public employer has terminated a contract with Flock under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

6. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls

FLOCK GROUP INC. (“FLOCK”)

Name Mark Smith
Signature 
Date: 4/8/2025

SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT (“CUSTOMER”)

Name Michelle Sutton
Signature 
Date: 2025-04-04

2.

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into this 22nd day of April, 2025, 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, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”), and

RUPPERT LANDSCAPE, LLC, a limited liability company, whose mailing address is 23601 Laytonsville Road, Laytonsville, Maryland 20882 (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. *Scope of Services.* Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District 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 Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply

with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from April 1, 2025, to March 31, 2026 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed Eighty-Seven Thousand Five Hundred Fifteen Dollars and 70/100 Cents **Dollars (\$87,515.70)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that 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.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, 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. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, 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 off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. 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 primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

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

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish,

upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *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.

B. *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 or due to oversight; 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.

C. *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.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. *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.

F. *Attorneys' Fees.* In the event that either the District or 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. *Agreement.* This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. *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 District and Contractor.

I. *Authorization.* The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. *Notices.* All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. *If to the District:*

Six Mile Creek Community
Development District
475 West Town Place, Suite 114

St. Augustine, Florida 32092
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Ruppert Landscape, LLC
23601 Laytonsville Road
Laytonsville, Maryland 20882

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; 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. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for St. Johns County, Florida.

M. *Public Records.* 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 **Daniel Laughlin** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DLAUGHLIN@GMSNF.COM.COM, (904) 940-5850, AND 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

N. *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.

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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.

P. *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.

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

Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, 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.

S. 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 certifies that in entering into this Contract, 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.

T. 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*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

RUPPERT LANDSCAPE, LLC

By: _____

Its: _____

By: _____

Its: _____

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE

- I. SCOPE OF WORK.** The Landscape and Irrigation Maintenance Contractor (the "**Contractor**") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Six Mile Creek CDD (the "**District**") throughout the contract period, as specified per the contractual agreement.
- a. District Owned Areas to be Serviced: Including but not limited to and as depicted on Site plan exhibit.**
- i.* Entrance
 - ii.* Kayak Launch & Park
 - iii.* Pocket Parks
 - iv.* Mailbox Kiosk Park
 - v.* Lift Station Areas
 - vi.* Right of Ways
 - vii.* Pond Banks (except those banks directly behind closed homes)
 - viii.* Trail systems
 - ix.* All other common areas maintained by the District.
 - x.* Fitness Building
 - xi.* Welcome Center Building
 - xii.* Camp House Building
 - xiii.* Greenspaces inside Amenity Center Fence
 - xiv.* Pool Deck
 - xv.* Basketball Court
 - xvi.* Pickleball Courts
 - xvii.* Volleyball Court
 - xviii.* Dog Park
 - xix.* Parking Lot
 - xx.* Roundabout
 - xxi.* Tot Lot
 - xxii.* Walking Paths
 - xxiii.* Any future Amenities
- b. Schedule of Services:**
The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor's firm is required to be present during every maintenance visit.
- c. Quality Control Inspections:**
A qualified representative from the Contractor's firm shall accompany the District's Facility Manager or other designated representative ("**Facility Manager**") on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Facility Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Facility Manager of a reasonable explanation as to why such issue cannot be completed in such time period.
- d. Attendance at meetings:**
Upon request by the district, the contractor shall attend regularly scheduled district meetings.

e. Reporting:

i. The Contractor will be required to provide Facility Manager with the following information:

- Daily, weekly, monthly schedule of landscape & irrigation services
- Map of serviced areas to be mowed, edged, weeded, sprayed, and blown each day of the week.
- Map with each lot that will be mowed, edged, trimmed, and blown each day of the week.
- Map of each lot that will be pruned, weeded, and detailed each week of the month.
- Monthly Irrigation Inspection Reports.
- Monthly Landscape Service Reports which shall include:
 - o Mowing/Edging/Trimming Service Report
 - o Pruning Service Report
 - o Pond Bank Mowing Service Report (if applicable)
 - o Fertilization Report
 - Plants/shrubs
 - Sod
 - Trees
 - o Pest Control Report
 - o Muhly / Cord Grass Maintenance Report (if applicable)
 - o Tree Maintenance (Limb ups) (if applicable)
- Annual Flower Types and Design and 3x yearly schedule (if applicable)
- Completed Unit Price Proposal for cost comparison.
- Copy of all business licenses.
- List of individuals and the contact info for all individuals who will be responsible for the landscape and irrigation of the community.
- Copy of insurance.
- W9

ii. Facility Manager will provide contractor with the following information:

- Monthly Irrigation Inspection Report Template
- Community Map

II. LAWN CARE:

a. Mowing and Edging:

District owned property shall be mowed 1-2 times every seven (7) days during the active growing season (April 1 – November 30) and once every (15) days during the dormant seasons (December 1 to March 31) unless specifically noted below. Mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Facility Manager of said complication and provide the day in which the mowing will be made up.

During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety, taking into account the season. Zoysia 2-3", Saint Augustine Floritam 4", and Bahia 3-5". Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the lawn. Miscellaneous debris will need to be removed prior to mowing.

****NOTE:** Bermuda should be cut 2 times per week during the active growing season using a reel mower in place of a rotary mower, should be cut short and tight to provide a golf course type look and Contractor should mix in vertical mowing and core aerations to the turf as needed.

District Easements and Right-of-Ways. Shall be mowed once every seven 7 days during the active growing season (April 1 - November 30) and once every (15) days during the dormant seasons (December 1 to March 31) (35)

District Controlled Pond Banks. Shall be mowed (3) three times in a month during the active growing season (April 1 – November 30) and (2) times per month during the dormant season.

District Controlled Pocket Parks and Greenspace. Shall be mowed once every seven days during the active growing season (April 1 - November 30) and once every (15) days during the dormant seasons (December 1 to March 31)

b. Sod:

The Contractor shall replace dead sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be approved by the Facility Manager in advance. St. Augustine Sod should be maintained at a height of 4 inches and the Contractor should take care to not scalp the Sod by adjusting mower height as needed. Other types of sod should be mowed at a height as recommended by the University of Florida.

c. Edging:

The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

A fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida JFAS) shall be established. Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning.

e. Weed, Disease, and Insect Control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All sprayings must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the most current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control". The Contractor shall submit an outline of the agronomic program along with the proposal. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

III. GROUND COVER AREA / SHRUB AREAS:

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants, which overhang curbs and sidewalks shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.

a. Weed Control:

The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds in and around Amenity Center should be weeded by hand on a regular basis. Beds in common areas must be hand weeded when post-emergent/contact herbicides are not effective.

emergent: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

b. Fertilization:

The Contractor shall apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.

c. Fungicide:

The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.

d. Pesticide: Apply legally approved pesticides to control insects causing damage to ornamentals if warranted.

IV. ROSE BUSHES:

Roses should be trimmed back, dead headed and fertilized consistently to promote healthy and even growth and consistent budding.

V. ORNAMENTAL GRASSES

The Contractor shall cut all ornamental grasses back in the ROW once every year in the months of January or August starting with January/February 2022. The Contractor shall cut all ornamental grass back (1) once every 6 months at the Amenity Center in the Months of January and August Starting August 2021. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

VI. TREE CARE:

A Certified Arborist shall be utilized in the maintenance of the trees on District property.

a. Pruning:

Height limitation for tree pruning covered in the specifications is 13 feet. On trees over 13 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 13 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the on-site manager.

b. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

c. Tree Fertilization:

This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

**** NOTE: A TREE FERTILIZATION PROGRAM AND THE COST SHOULD BE SUBMITTED AS A SEPARATE LINE ITEM BUT INCLUDE WITHIN YOUR PROPOSAL**

d. Palm Pruning:

Dead or dying fronds should be removed bi-annually and will be within set months each year. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

VII. MULCH / PINE STRAW:

The Contractor will install mulch / pine straw twice per year in the months of March and April beginning with March of 2022 (full application must be installed within 2-weeks of initial drop). Mulch / pine straw will be applied at the Amenity Center, Entrance, common areas, and green spaces. Pine straw will be used on trees and in other ornamental grass areas.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST: A Proposal for pine straw, once per year shall be shown separately from the overall proposal for Landscape and Irrigation Maintenance services.**

VIII. ANNUAL COLOR

Annual flowers will be installed three (3) times per year corresponding to each seasonal variety and District shall maintain the right to request an additional rotation at its discretion. Specified varieties, size, spacing, and frequency will be recommended per climate and location of plantings. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST: A per rotation cost shall be shown separately from the overall proposal for Landscape and Irrigation Maintenance services.**

IX. DEBRIS CLEANUP

All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris, generated from the Contractor's work, shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

X. IRRIGATION SYSTEM

The Contractor shall visually inspect the entire irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. Including, but not limited to: lift station and pump maintenance.

Contractor shall notify the Facility Manager in writing of all irrigation system failures immediately and no longer than one day of observing such failure. Contractor shall be responsible for all damage to the District's landscape improvements caused by an irrigation system failure if Contractor does not timely notify the Facility Manager of such failure. Contractor shall not be responsible for such damage if it timely notifies the Facility Manager, and the District does not repair the irrigation system damage. The Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads.

All sprinkler heads shall be checked for proper operation and coverage. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

b. Valves & Valve Boxes.

The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids and replacing as needed.

c. Watering Schedule.

The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, and pest control operations. Water schedules will be adjusted as needed based on season and rainfall amounts.

d. Emergency Contact.

The Contractor shall provide Facility Manager with a contact person and telephone number who shall be available for on-call emergency service.

e. Irrigation Repairs.

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor based upon unit prices provided in the fee schedule below.

Exhibit B: Landscape Maintenance Map



Exhibit C: Fee Summary

I. Contract Proposal Amount: <i>(Please provide an average of all five years of pricing)</i>	\$ <u>87,515.70</u>
Annual Total, Year 1:	\$ <u>87,515.70</u>
Annual Total, Year 2:	\$ <u>87,515.70</u>
Annual Total, Year 3:	\$ <u>90,141.17</u>
Annual Total, Year 4:	\$ <u>92,845.41</u>
Annual Total, Year 5:	\$ <u>95,630.77</u>

Following the expiration of the Landscape and Irrigation Maintenance Agreement's initial term and four annual renewals, the parties have the option to renew the agreement for additional one-year terms ("Additional Terms"). Adjustments to the annual fee schedule for the Additional Terms shall be based on a Consumer Price Index Adjustment and/or other relevant factors and must be mutually agreed upon by both parties.

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“**Work Authorization**”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2025 (“**Agreement**”), 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 (“**District**”), and

RUPPERT LANDSCAPE, LLC, a limited liability company, whose mailing address is 23601 Laytonsville Road, Laytonsville, Maryland 20882 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Secretary

☐ Assistant Secretary

By: _____

☐ Chairperson

☐ Vice Chairperson

RUPPERT LANDSCAPE, LLC

By: _____

Its: _____

Exhibit A: Proposal for Additional Services

3.

**AGREEMENT BETWEEN SIX MILE CREEK COMMUNITY DEVELOPMENT
DISTRICT COMMUNITY DEVELOPMENT DISTRICT AND JAX UTILITIES
MANAGEMENT, INC. FOR POTHOLE REPAIR SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 25th day of March, 2025, by and between:

Six Mile Creek Community Development District Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of St. Augustine, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

Jax Utilities Management, Inc., a Florida corporation, with a mailing address of 5465 Verna Boulevard, Jacksonville, Florida 32205 ("Contractor", together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"); and

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

WHEREAS, the District has a need to retain an independent contractor to provide services for pothole repair work; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide pothole repair work services and has agreed to provide to the District those services identified in **Exhibit A** as attached hereto and incorporated by reference herein (the “Services”); 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. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described herein and in **Exhibit A**.

- A.** Contractor shall provide the Services, as described in **Exhibit A**. The Services 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 Services 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.** 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.
- C.** Contractor shall perform all Services 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 Services.
- D.** 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 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.
- E.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- F.** 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 Services, 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 an amount not to exceed Ten Thousand Eight Hundred Dollars (\$10,800.00) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services upon completion of the Services and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of an invoice. 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 Services.

- 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 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. 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 5. 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. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 off-sets the District may have against the Contractor.

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 scope of services for the labor and materials to be provided under this Agreement.

SECTION 19. 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 20. 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 21. 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: Six Mile Creek Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to the Contractor: Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, Florida 32205
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 22. 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 23. 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 St. Johns County, Florida.

SECTION 24. 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 **Jim Oliver (“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: PHONE: (904) 940-5850, JOLIVER@GMSNF.COM.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

SECTION 25. 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 26. 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 27. 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 28. 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.

[remainder of page intentionally left blank]

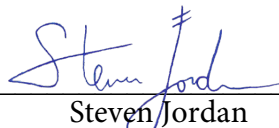
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:


Chairperson, Board of Supervisors

JAX UTILITIES MANAGEMENT, INC.



By: Steven Jordan
Its: Chief Financial Officer

Exhibit A: Scope of Services

Exhibit A

4.

**AGREEMENT BETWEEN THE SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT AND BRIGHTVIEW LANDSCAPE SERVICES, INC.,
FOR EAST PARCEL PHASE 3 ENHANCEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into this 17th day of March, 2025, by and between:

SIX MILE CREEK Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation with a mailing address of 11530 Davis Creek Court, Jacksonville, Florida 32256 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by St. Johns County, Florida; and

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape installation services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape installation services and has agreed to provide to the District those services identified in the proposal and plans attached hereto and incorporated by reference herein as **Exhibit A** (“Services”); 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. The District agrees to use Contractor to provide the Services 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 landscape installation services, as described in **Exhibit A**. The Services 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 Services 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.** Services shall be performed and completed no later than March 25, 2025.
- 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 Services 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 Services.
- 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 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.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, 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 Forty Thousand Seven Hundred Twenty Six Dollars and Thirty Three Cents (\$240,726.33) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District upon completion of the Services and

acceptance of the Services by St. Johns County. The District shall provide payment within forty-five (45) days of receipt of the invoice. 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 Services.

- 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 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. 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. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, 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 Services. If any of the materials or Services 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 One Million Dollars (\$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 One Million Dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$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 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. 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 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 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 off-sets 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 scope of services 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: Six Mile Creek Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to the Contractor: BrightView Landscape Services, Inc.
11530 Davis Creek Court
Jacksonville, Florida 32256
Attn: Rodney Hicks – Branch Manager

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 St. Johns 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 **Jim Oliver** ("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 (904) 940-5850, OR BY EMAIL AT JOLIVER@GMSNF.COM, OR BY REGULAR MAIL AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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 448.09(1), *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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.


SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

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

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:



EEAF51DA3E10477...

Chairperson, Board of Supervisors

**BRIGHTVIEW LANDSCAPE
SERVICES, INC.**

Steven K. Brackin

By: Steven K. Brackin

Its: Vice President & General Manager

Exhibit A: Scope of Services

Exhibit A



March 04, 2025
Page 1 of 7

Proposal for Extra Work at
Six Mile CDD Trailmark

Property Name	Six Mile CDD Trailmark	Contact	Greg Kern
Property Address	805 Trailmark Drive St Augustine, FL 32092	To	Six Mile CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	Six Mile Cdd- East Parcel- Phase 3/ Revised Quote		
Project Description	enhancement		

Scope of Work

*COMPLETION DATE MARCH 25, 2025

Additional grading may be required and possible soil needed, to be determined after stone is removed from east end.

Additional watering may be needed as well pending completion of well install and electrical.

QTY	UoM/Size	Material/Description	Unit Price	Total
Trailmark east Parcel- Phase 3			Subtotal	\$157,331.14
1.00	LUMP SUM	Metalization and labor to rough grade and prep areas for trees, plants and sod areas, deep edge beds, stage plants for install, and remove and dispose of debris from site.	\$6,653.57	\$6,653.57
637.00	EACH	Muhly grass - 1 gal plants installed	\$7.35	\$4,678.77
532.00	EACH	Fakahatchee Dwarf grass - 1 gal plants installed	\$7.64	\$4,061.93
7.00	EACH	Southern Red Cedar- B&B/ 2" cal/ 10 to 12 ft	\$985.21	\$6,896.47
12.00	EACH	Magnolia D D- 45 gal/2" cal/ 9' to 13 Ft	\$740.57	\$8,886.86
15.00	EACH	Slash Pine trees - B&B/ 2"- 2.75" cal. 10 ft	\$771.67	\$11,575.04
13.00	EACH	Live Oak- 45 gal - 2"- 2.75" cal. 8 ft	\$678.38	\$8,818.88
17.00	EACH	Eagleston Holly- B&B / 3" cal 12 ft	\$1,175.95	\$19,991.09
32.00	EACH	Sabal Palms-- B&B/ approximately 12 to 13' ft	\$374.87	\$11,995.72
250.00	EACH	Wax Myrtle- 7 gal to gal to 24" hi x 24" spr	\$53.18	\$13,295.10
600.00	EACH	Bales of pine straw installed	\$10.77	\$6,480.02
100.00	EACH	8ft- 2 X 4's for Palm bracing	\$9.70	\$970.32
32.00	EACH	Stake kits- for palms	\$59.01	\$1,888.46
64.00	EACH	Tree stake strap kits	\$40.56	\$2,595.81
20.00	BAG	8-10-10 palm and tree fertilizer	\$67.69	\$1,353.86
8.00	LUMP SUM	Heavy equipment fee/ Skid Steer	\$405.00	\$3,240.00
1.00	WEEK	Tree Boom weekly rental	\$1,146.67	\$1,146.67
40,800.00	SQUARE FEET	Bahia Sod installed	\$0.78	\$31,840.32
1.00	LUMP SUM	Plant and tree material delivery fee	\$4,998.71	\$4,998.71

THIS IS NOT AN INVOICE
This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
M11 County Rd 305, Eikon, FL 32023 ph. fax



March 04, 2025

Page 2 of 7

Proposal for Extra Work at Six Mile CDD Trailmark

1.00	LUMP SUM	sod delivery fee	\$5,983.54	\$5,983.54
Pump Install			Subtotal	\$29,000.01
1.00	LUMP SUM	Pump 3 hp Sub (4") Installed 230 volt 3 diameter w flange Starter 27 Amp Max 14D w/ Encloser Coyote Pump Protector 3 Phase All 5' x 2" Well	\$29,000.01	\$29,000.01
Pocket Park IRR Install			Subtotal	\$12,454.55
1.00	LUMP SUM	Pocket Park IRR Install	\$12,454.55	\$12,454.55
Phase 3 - additional area			Subtotal	\$38,689.72
1.00	LUMP SUM	Labor to rough grade and prep areas for trees, plants and sod areas, deep edge beds, stage plants for install, and remove and dispose of debris from site.	\$2,314.29	\$2,314.29
1.00	LUMP SUM	Chem application- spray out bed area located behind lots 414 - 407 to kill turf to prep for install.	\$335.09	\$335.09
153.00	EACH	Muhly grass - 1 gal plants installed	\$7.35	\$1,123.79
165.00	EACH	Pakshatchee Dwarf grass - 1 gal plants installed	\$7.64	\$1,259.78
2.00	EACH	Southern Red Cedar- B&B/ 2" cal/ 10 to 12 ft	\$985.18	\$1,970.37
3.00	EACH	Magnolia D D- 45 gal/2" cal/ 9' to 13 ft	\$740.63	\$2,221.89
4.00	EACH	Slash Pine trees - B&B/ 2", 2.75" cal 10 ft	\$771.73	\$3,086.93
2.00	EACH	Live Oak- 45 gal - 2"- 2.75" cal 8 ft	\$678.36	\$1,356.71
4.00	EACH	Eagleston Holly- B&B / 3" cal 12 ft	\$1,175.91	\$4,703.65
11.00	EACH	Sebal Palms - B&B/ approximately 12 to 13' ft	\$374.86	\$4,123.41
85.00	EACH	Wax Myrtle- 7 gal to get to 24" ht x 24" spr	\$53.19	\$4,520.21
11.00	EACH	IRFI: 2 X 4's for Palm bracing	\$9.70	\$106.73
15.00	EACH	Stake hills- for palms.	\$59.01	\$885.19
148.00	EACH	Bales of pine straw installed	\$10.77	\$1,593.41
7.00	BAG	5-10-10 palm and tree fertilizer	\$67.69	\$473.84
1.00	LUMP SUM	Heavy equipment fee/ Skid Steer	\$404.99	\$404.99
1.00	LUMP SUM	Plant, tree, pine straw material delivery fee	\$2,777.85	\$2,777.85
1.00	LUMP SUM	Additional IRR Install	\$5,431.50	\$5,431.50

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President.
9811 County Rd. 335, Elnor, FL 32033 ph. 766



March 04, 2025
Page 3 of 7

Proposal for Extra Work at Six Mile CDD Trailmark

Images

Live Oak



Red Cedar



Sable Palm



Magnolia



THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5611 County Rd 306, Elton, FL 32033 ph. fax



March 04, 2025
Page 4 of 7

Proposal for Extra Work at Six Mile CDD Trailmark

Wax Myrtle



muhlenbergia 607a



fakahatchee



pinestraw



THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 305, Elton, FL 32033 ph. fax



March 04, 2025
Page 5 of 7

Proposal for Extra Work at Six Mile CDD Trailmark

Gatorbag



Palm Tree Stake Kit



Arborbrace



slash-pine-tree



THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 305, Elkton, FL 32033 ph: fax



Proposal for Extra Work at
Six Mile CDD Trailmark

Eagleston Holly



For internal use only

SO# 8617081
JOB# 460800520
Service Line 130

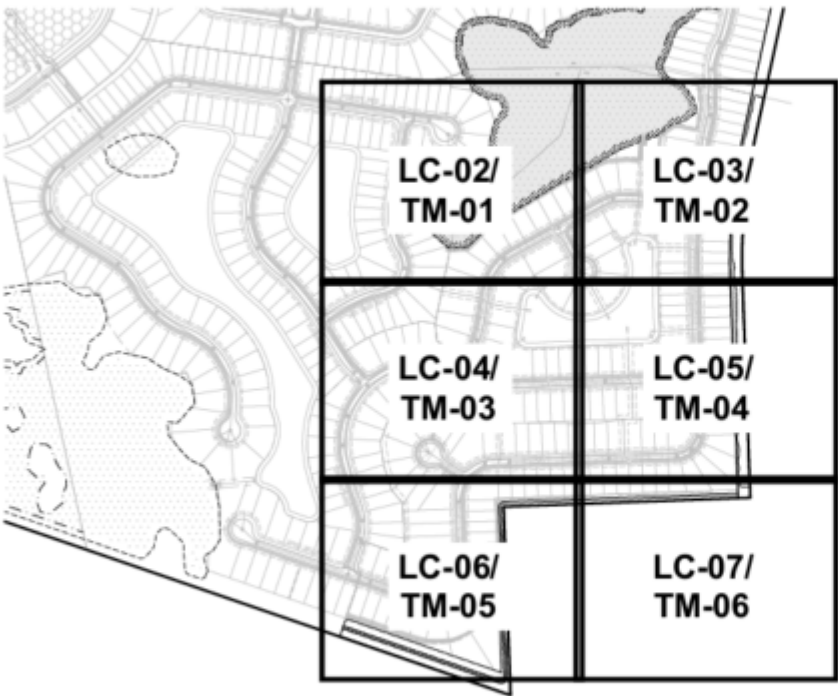
Total Price \$237,475.42

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 306, Ekton, FL 32033 ph. fax

TRAILMARK EAST PARCEL - PHASE III

LANDSCAPE ARCHITECTURE DOCUMENTS



INDEX PLAN



LANDSCAPE SHEET INDEX:

SHEET NO.	DRAWING DESCRIPTION
LC-00	LANDSCAPE COVER SHEET
LC-01	LANDSCAPE CODE CALCULATIONS AND NOTES
LC-02	LANDSCAPE PLAN
LC-03	LANDSCAPE PLAN
LC-04	LANDSCAPE PLAN
LC-05	LANDSCAPE PLAN
LC-06	LANDSCAPE PLAN
LC-07	LANDSCAPE PLAN
LC-08	LANDSCAPE SPECIFICATIONS AND DETAILS
TM-01	MITIGATION PLAN
TM-02	MITIGATION PLAN
TM-03	MITIGATION PLAN
TM-04	MITIGATION PLAN
TM-05	MITIGATION PLAN
TM-06	MITIGATION PLAN



LANDSCAPE COVER SHEET

TRAILMARK EAST PARCEL - PHASE III

FOR

BOX HOLE CHECKING

ETM

Engineering & Technology

1000 N. 10th St.

St. Louis, MO 63103

TEL: 314.241.1000

FAX: 314.241.1001

WWW.ETMSTUDIO.COM

PROJECT NO. 1000

DATE: 01/10/10

DESIGNED BY: JLC

DRAWN BY: JLC

CHECKED BY: JLC

DATE: 01/10/10

PROJECT NO. 1000

DATE: 01/10/10

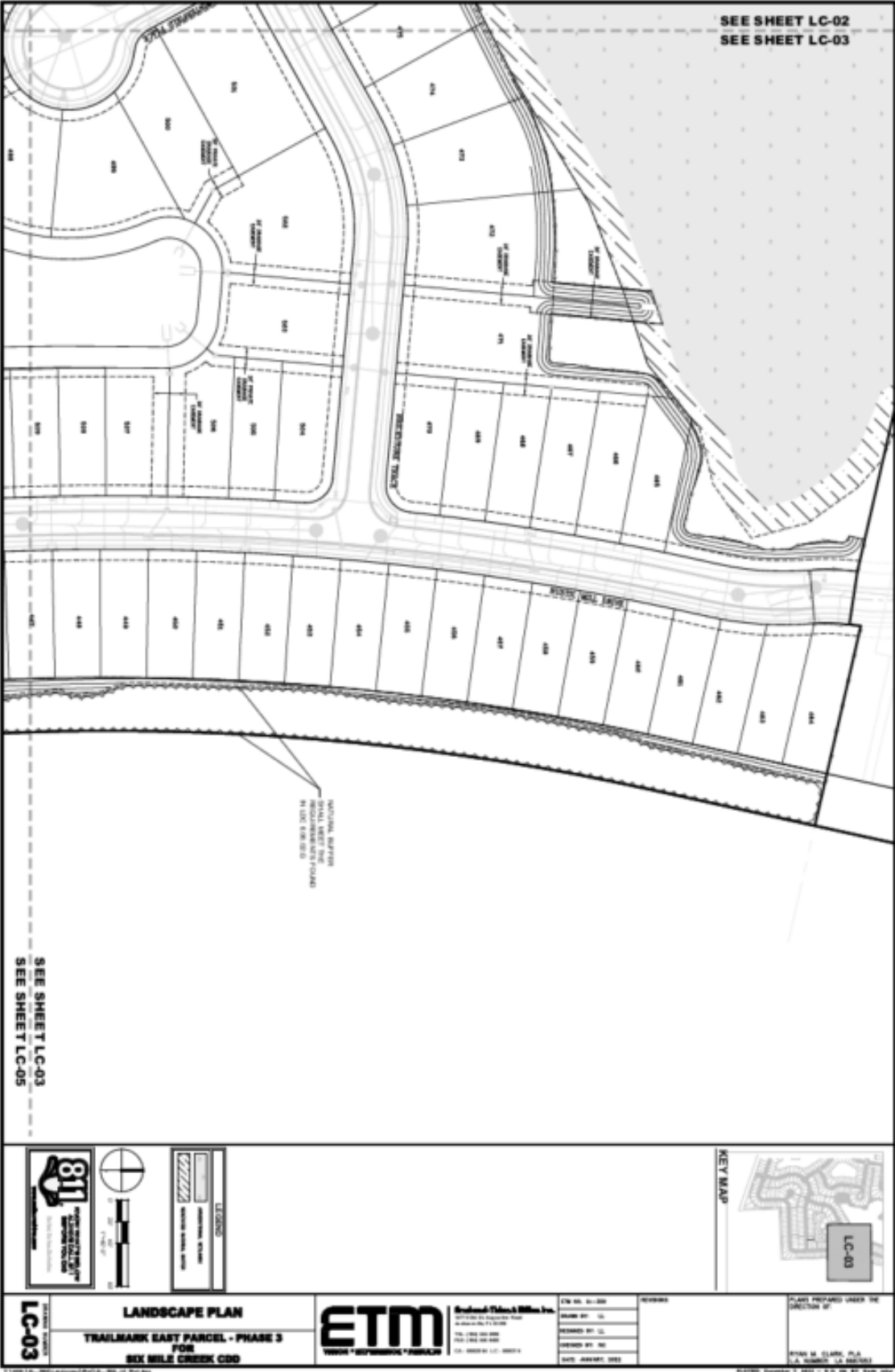
DESIGNED BY: JLC

DRAWN BY: JLC

CHECKED BY: JLC

DATE: 01/10/10







Proposal for Extra Work at
Six Mile CDD Trailmark

Property Name	Six Mile CDD Trailmark	Contact	Greg Kern
Property Address	805 Trailmark Drive St Augustine, FL 32092	To	Six Mile CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	Six Mile CDD Trailmark: Water truck weekly rate for new install along rustic mill drive		
Project Description	Six Mile CDD Trailmark: Water truck weekly rate for new install along rustic mill drive		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Water trailer weekly rate	\$1,433.33	\$1,433.33
20.00	HOURL	Labor to fill and apply water per week	\$86.40	\$1,728.00
1.00	LUMP SUM	Water per week 3200gal per week/ 800 gal per day	\$86.58	\$86.58

For internal use only

SO# 8621480
JOB# 460800520
Service Line 150

Total Price \$3,250.91

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 305, Euston, FL 32033 ph fax

5.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT AND BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR EAST PARCEL PHASE 3 ENHANCEMENTS**

This First Amendment ("First Amendment") is made and entered into this 14th day of April 2025, by and between:

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at GMS Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation with a mailing address of 11530 Davis Creek Court, Jacksonville, Florida 32256 ("Contractor", and together with District, "Parties").

RECITALS

WHEREAS, on March 17, 2025, the District and the Contractor entered into an agreement for landscape and irrigation maintenance services ("Services Agreement"); and

WHEREAS, pursuant to Section 20 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

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

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

A. The Services Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor's proposals dated March 20, 2025; March 28, 2025; March 31, 2025, and April 3, 2025; for East Parcel Phase services as set forth in **Exhibit A**, attached hereto ("Additional Services").

B. Compensation for the Additional Services shall be amended in accordance with **Exhibit A**. Such payment shall be due and payable in accordance with the terms of the Services Agreement, as amended.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms and conditions of the Services Agreement or this First Amendment, the Services Agreement and this First Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

ATTEST:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Joe Durkin

Witness

Steven K. Brackin

By: Steven K. Brackin
Its: Vice President & General Manager

Exhibit A: Scope of Additional Services

Exhibit A

Scope of Additional Services



March 20, 2025
Page 1 of 2

Proposal for Extra Work at Six Mile CDD Trailmark

Property Name	Six Mile CDD Trailmark	Contact	Greg Kem
Property Address	805 Trailmark Drive St Augustine, FL 32092	To	Six Mile CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	Six Mile CDD Trailmark: Water truck weekly rate for new install along rustic mill drive		
Project Description	Six Mile CDD Trailmark: Water truck weekly rate for new install along rustic mill drive		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Water trailer weekly rate	\$1,433.33	\$1,433.33
20.00	HOURL	Labour to fill and apply water per week	\$86.40	\$1,728.00
1.00	LUMP SUM	Water per week 3200gal per week/ 800 gal per day	\$89.58	\$89.58

For internal use only

SO# 8629990
JOB# 460800520
Service Line 150

Total Price \$3,250.91

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
3811 County Rd 310, Eddon, FL 32033 ph fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms within said drawings and drawings only contained on the contract form. All materials and within to be specifications.
2. Work Rules: Contractor shall designate a qualified representative with experience in landscape maintenance and/or maintenance or when applicable in landscape management. The contractor shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a landscape Contractor's license, if required by state or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or mandated by law, Contractor shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance and any other insurance required by law. Contractor, as specified in writing prior to commencement of work, if not specified, Contractor will furnish reimbursement to the Client for all such costs.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as adverse weather conditions, fire, earthquakes, etc., and does not include any damages caused by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other national events not caused by one or other delays in delivery of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to negotiate the terms and price of the Contract within thirty (30) days.
7. Any illegal, improper, or otherwise damaged resulting from work performed here is not on property owned by Customer and is under Customer management and control and is the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown on the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Property: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical when the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. Termination: The Work Order may be terminated by the other party with or without cause upon written 7 (seven) days advance written notice. Customer will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in termination.
13. Assignment: The Customer and the Contractor respectively, and themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or, in connection with assignment to an affiliate or subsidiary, a merger, sale of all or substantially all of its assets or equity interests, reorganization, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, as it is about the time this proposal was prepared. The price quoted in this proposal is for the work described, as the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any insect/pest/diseases resulting from conditions that were not discernable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work prepared herein cannot guarantee exact results. Professional engineering, architecture, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must employ a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the work is dispatched to the location or Customer will be liable for a minimum fixed charge of \$750.00 ascribed to Customer.

The following sections shall apply where Contractor provides Customer with any services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to be met to the best of the Contractor's ability. Additional charges will be levied for unseen hazards such as but not limited to: contaminated fill, rocks, metal rods, etc. If requested mechanical grinding of stumps/stump will be charged as defined width and depth based ground time with additional charges to the Customer. Graded backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate any and all underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation pipes. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requires for shown training in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed letter of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorney's fees and it shall be deemed in any litigation to continue performance under this or any other Contract with Customer. Interest at a flat annual rate of 4.5% per month (54% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

		Chair Person	
Signed:	____	Date:	____
Greg Kern		March 20, 2025	
Printed Name:	____	Title:	____
BrightView Landscape Services, Inc. "Contractor"			
		Account Manager	
Signed:	____	Date:	____
Steven C. McAvoy Jr.		March 20, 2025	
Printed Name:	____	Title:	____
Job #:	460800520	SO #:	8829990
		Proposed Price:	\$3,250.91



March 28, 2025

Page 1 of 2

Proposal for Extra Work at Six Mile CDD Trailmark

Property Name	Six Mile CDD Trailmark	Contact	Greg Kern
Property Address	805 Trailmark Drive St Augustine, FL 32092	To	Six Mile CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	Six Mile CDD Trailmark: Water truck weekly rate for new install along rustic mill drive		
Project Description	Six Mile CDD Trailmark: Water truck weekly rate for new install along rustic mill drive		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Water trailer weekly rate	\$1,433.33	\$1,433.33
20.00	HOURL	Labor to fill and apply water per week	\$86.40	\$1,728.00
1.00	LUMP SUM	Water per week 3200gal per week/ 800 gal per day	\$89.58	\$89.58

For internal use only

SO# 8635666
JOB# 460800520
Service Line 150

Total Price \$3,250.91

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President.
3811 Canby Rd 300, E. Fort, FL 32033 ph. fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All estimates shall contain in full identification.

2. When Firms Contractor shall designate a qualified representative with experience in landscape maintenance/construction projects or when applicable in tree management. The landscape estimator/compiler and estimator shall be highly educated in work in the U.S.

3. License and Permit: Contractor shall maintain a Landscape Contractor's license, if required by State or local requirements comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or provided by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Worker's Compensation insurance, and any other insurance required by law. Customer, as specified in writing prior to commencement of work, if not specified, Contractor will furnish insurance with a certificate of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and noise, vibrations or restrictions imposed by any government or governmental agency, notice or regional emergency, epidemic, pandemic, health related outbreak or other outside events not caused by one or other party, or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and provisions of the Contract within sixty (60) days.

7. Any legal, trespass, claims, or other damages, resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the scope specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate fee.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform service supplied by the Contract or other functions provided. However, during normal business hours and after reasonable periods of time, Contractor will perform the work as reasonably predicted after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.

12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in terminating.

13. Assignment: This Customer, and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representative, to the other party with respect to all provisions of this Agreement. Neither the Customer nor the Contractor shall assign or purport to assign this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor in connection with assignment to an affiliate or pursuant to a merger, sale of all, or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site, including visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described is the result of the ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any misstatements resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any conditions with proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this agreement and shall not be provided by the Contractor. Any design efforts in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning those Design Services are to be paid by the Customer directly to the design professional.

15. Cancellation: Notice of Cancellation of work must be received in writing before the work is completed. In that event, the Customer will be liable for a minimum fixed charge of \$150.00 entitling to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: These services will be performed as shown on the plans or as provided based on conditions to or need to the bottom of the tree trunk. Additional charges will be applied for unseen hazards such as, but not limited to, controls on third parties, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Define backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility company to locate and mark underground utilities prior to start of work. Contractor will be responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Property for growing trees in works of better five (5) years (25%) of work not in accordance with ISA International Society of Arboriculture standards will require a signed waiver of liability.

Waiver of Liability

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be retained, at any dispatch to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (1.5% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature

Title

Chair Person

Greg Kern

Printed Name

Date

March 28, 2025

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

Title

Steven C. McAvoy Jr.

Printed Name

Date

March 28, 2025

Job #: 460800520

SO #: 8635666

Proposed Price: \$3,250.91



March 31, 2025
Page 1 of 2

Proposal for Extra Work at Six Mile CDD Trailmark

Property Name	Six Mile CDD Trailmark	Contact	Greg Kern
Property Address	805 Trailmark Drive St Augustine, FL 32092	To	Six Mile CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	SIX MILE CDD: TEMPORARY GENERATOR INSTALL PER MONTH BASIS		
Project Description	SIX MILE CDD: TEMPORARY GENERATOR INSTALL PER MONTH BASIS		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	SIX MILE CDD: TEMPORARY GENERATOR INSTALL PER MONTH BASIS (FUEL INCLUDED)	\$7,000.00	\$7,000.00
1.00	LUMP SUM	ELECTRICIAN TO INSTALL WELL AND TIMER TO GENERATOR	\$1,428.57	\$1,428.57
1.00	EACH	WATER TRAILER WEEKLY RATE	\$1,433.33	\$1,433.33
20.00	HOURL	LABOR TO FILL AND APPLY WATER PER WEEK	\$89.40	\$1,728.00
1.00	LUMP SUM	WATER PER WEEK 3200/GAL PER WEEK 800/GAL PER DAY	\$89.58	\$89.58

For Internal Use Only

SO# 8635646
JOB# 460800520
Service Line 150

Total Price \$11,679.48

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5111 County Rd 318, E. Lake, FL 32093 ph fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written instructions and drawings only contained or referred to herein. All requests and changes to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/landscape upgrades or, when applicable in tree management. The work force shall be competent and qualified and shall be legally authorized to work in the U.S.
3. **Licensed and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services to the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquakes, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other party or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to suspend or terminate the work until the Act of God ends. (P/B items)
7. Any illegal trespass, claims and/or damages resulting from work requested but is not on property owned by Customer and/or under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written order and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide an address to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other written instructions. During normal business hours and other reasonable periods of time, Contractor will perform the work as reasonably ordered after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contract or 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. **Termination:** This Work Order may be terminated by the other party with or without cause upon seven (7) working days advance written notice. Customer will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in dismantling.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or, in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, reorganization, change of control or corporate reorganization.
14. **Disclaimer:** The proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, as to about the time this proposal was prepared. The price quoted in this proposal is for the work described. In the event of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrected work proposed herein cannot guarantee exact results. Professional engineering, architecture, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design details in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any claims concerning those Design Services are to be paid by the Customer directly to the designer involved.

15. **Consultation:** Request of Contractor of work must be received in writing before the start is submitted to their position or Customer will be able to a minimum total charge of \$150.00 and paid to Customer.

The following sections shall apply where Contractual provision Customer with their work services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Any desired changes will be based on the tree's condition and/or for the limited to approved work that is not held back, etc. If requested mechanical grinding of stumps (tree stump) will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility location company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation pipes. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for down-felling in excess of twenty-five (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of the Contract

By accepting this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a rate annual rate of 1.5% per month (1.5% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK OR CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature	Title	Chair Person
Greg Kern	March 31, 2025	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Jobbing Manager
Juwan Lamar Dupree	March 31, 2025	
Printed Name	Date	

Job #:	460800520	
SO #:	8635646	Proposed Price: \$11,679.48

**Total Pricing equal
to \$18,181.3**



April 03, 2025
Page 1 of 2

Proposal for Extra Work at Six Mile CDD Trailmark

Property Name	Six Mile CDD Trailmark	Contact	Greg Kem
Property Address	805 Trailmark Drive St Augustine, FL 32092	To	Six Mile CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	Six Mile Cdd- East Parcel- Phase 3/ additional sod around lift station		
Project Description	Change order - install sod around lift station - corner of Applejack Dr. and Brickstone Trace		

Scope of Work

Grade and prep area around lift station for sod installation.

Install Bahia sod in prepared area.

Remove excess debris as needed upon completion of sod installation.

QTY	UoM/Size	Material/Description	Unit Price	Total
Trailmark east Parcel- sod around lift station			Subtotal	\$5,932.38
1.00	LUMP SUM	Mobilization and labor to rough grade and prep area for sod installation around lift station, remove and dispose of debris from site as needed upon completion.	\$1,157.14	\$1,157.14
1.00	LUMP SUM	Heavy equipment fee/ Skid Steer	\$405.00	\$405.00
5,600.00	SQUARE FEET	Bahia Sod installed	\$0.78	\$4,370.24

For Internal use only

SO# 8639755
JOB# 460800520
Service Line 130

Total Price \$5,932.38

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 305, Elkton, FL 32033 ph. fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to test specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape, maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be properly authorized to work in the U.S.
3. Licenses and Permits: Contractor shall maintain a Landscape Contractors license, if required by state or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as, extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or issues of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and price of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer's management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions as a hindrance during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of this project unless otherwise agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, and themselves, their partners, successors, assigns and legal representative, to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all, or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents or accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or back to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Waiver of the Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorney's fees, and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

		Chair Person	
Signature:		Title	
Greg Kern			April 03, 2025
Printed Name		Date	
BrightView Landscape Services, Inc. "Contractor"			
		Enhancement Manager	
Signature		Title	
Mark J. Sheme			April 03, 2025
Printed Name		Date	
Job #:	460800520		
SO #:	8638755	Proposed Price:	\$5,932.38

C.

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, March 12, 2025 at 2:00 p.m. at the Renaissance World Golf Village Resort, 500 South Legacy Trail, St. Augustine, Florida.

Present and constituting a quorum were:

Michelle Sutton	Chairperson
Heather Brofford	Vice Chairperson
Wendy Hartley	Supervisor
Jacob Dunn	Supervisor
Mindy Gellman	Supervisor

Also, present were:

Daniel Laughlin	District Manager
Wes Haber <i>by phone</i>	District Counsel
Scott Wild <i>by phone</i>	District Engineer
Alex Boyer	Operations Manager
Stephanie Douglas	OnPlace
Matthew Reid	First Service
Cassie Passantino	OnPlace
Sarah Sweeting	GMS
Steve McAvoy	Brightview

The following is a summary of the actions taken at the March 12, 2025 Six Mile Creek Community Development District's regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 2:00 p.m. Five Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Laughlin opened the audience comment period regarding agenda items.

THIRD ORDER OF BUSINESS

Landscape Update

A. Brightview Communication Report

Mr. McAvoy reviewed the Brightview Communication Report. Ms. Passantino thanked Brightview for their attention and everything they are doing.

B. Brightview QSA

Mr. McAvoy offered to take any questions. He noted regarding the leaning tree; the root ball was damaged during the storms. It has been staked up a couple of times but needs stronger reinforcement or just removal. It would be about \$150 to stake up or \$75 to remove. Ms. Hartley spoke about the Ferndale Bloomfield mess with dead shrubs and would like to do that if possible. Mr. McAvoy noted it's mostly the roses that were planted over the years. Ms. Sutton asked for photos of that area.

C. Landscape Inspection (*Supervisor Sutton*)

Supervisor Sutton provided a landscape report to the Board.

FOURTH ORDER OF BUSINESS

Consideration of License Plate Reader

Mr. Laughlin stated the Board has heard from some company representatives as well as a St. Johns County officer regarding the license plate reader and asked if the Board would like to move forward with this.

On MOTION by Ms. Hartley, seconded by Ms. Gellman, with Ms. Sutton and Mr. Dunn in favor and Ms. Brofford Opposed, the License Plate Reader, was approved 4-1.

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Engineer Items

- 1. Ratification of Requisition No. 94 (2021 Capital Improvement and Refunding Bonds (AA3, Phase 2))**
- 2. Ratification of Requisition Nos. 176 (2021 Bond Series (AA2, Phase 3B-East Parcel Phase 2))**
- 3. Ratification of Requisition Nos. 100 – 101 (2023 Bond Series (AA2 Phase 3C))**
- 4. Ratification of Requisition No. 88A – 89A (2023 Bond Series (AA3 Phase 3 – Phase 12))**

- 5. **Ratification of Requisition No. 19 – 22 (2024 Bond Series – Phase 13)**
- 6. **Ratification of Change Order No. 6 Trailmark Phase 13**
- B. Ratification of Agreements/Proposals**
 - 1. **Agreement with Elite Amenities for Summer Pool Monitoring Services**
 - 2. **Agreement with Brightview Landscape Services for Area 13 Enhancements**
 - 3. **Proposal from Clary & Associates for TrailMark East Parcel 3**
 - 4. **Proposal from First Coast Electric for Electrical to Well**
- C. Approval of Minutes of the February 10, 2025 Meeting**
- D. Balance Sheet as of January 31, 2024 and Statement of Revenues and Expenses for the Period Ending January 31, 2024**
- E. Assessment Receipt Schedule – 97% collected**
- F. Check Register - \$309, 644.22**

Mr. Laughlin presented the consent agenda. He stated unless there are any questions or comments on any of the items, he would just need a motion to approve.

On MOTION by Ms. Sutton, seconded by Ms. Brofford, with all in favor, the Consent Agenda, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Landscape & Irrigation Maintenance Services RFP (Reverie)

The Board discussed proposals for landscape and irrigation maintenance services.

On MOTION by Ms. Brofford, seconded by Ms. Gellman, with all in favor, the Ruppert Landscape Proposal for Landscape & Irrigation Maintenance Services (Reverie), was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Authorizing Investment of Funds in the Local Government Surplus Funds Trust Fund (SBA-State Board Account)

Mr. Laughlin stated they typically keep excess money in a trust account that the Trustee handles when receiving assessments. Interest is usually around 4 to 5%. Currently the Reverie fund is just sitting in a checking account and really not accruing any interest. He would like to move that money into an SBA account which usually returns 4 to 6%.

On MOTION by Ms. Brofford, seconded by Ms. Gellman, with all in favor, Resolution 2025-06 Authorizing Investment of Funds in the Local Government Surplus Funds Trust Fund (SBA-State Board Account), was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals for Landscape & Irrigation Maintenance Services RFP (Reverie)

A. Consideration of Revisions to TrailMark Amenity Policies

Mr. Laughlin noted on page 272 of the agenda package is a marked-up version of the amenity policies. He asked if the Board would like to discuss anything, add anything or approve what has been changed.

On MOTION by Ms. Sutton, seconded by Ms. Brofford, with all in favor, the Revisions to TrailMark Amenity Policies, were approved.

B. Consideration of Revisions to Reverie Amenity Policies

Kevin Andersen suggested adding policies to the Reverie policies over the Bier Garden and the dog park.

On MOTION by Ms. Sutton, seconded by Ms. Brofford, with all in favor, the Board Authorized Supervisor Gellman to Work with Staff to Include Policies Related to the Dog Park and Bier Garden in Reverie Policies, was approved.

C. Consideration of Resolution 2025-07, Setting a Public Hearing Date to Adopt Rates

Mr. Laughlin stated this is to set the public hearing date to adopt the charge for the booklets.

On MOTION by Ms. Sutton, seconded by Ms. Brofford, with all in favor, Resolution 2025-07, Setting a Public Hearing Date to Adopt Rates - May Meeting, was approved.

NINTH ORDER OF BUSINESS

Discussion Items:

A. Welcome Center Improvements

Ms. Hartley discussed her design plans for the welcome center improvements. Drawings are included in the agenda package and photos of furniture were sent to Sarah. Ms. Sutton reminded the Board that a sign in station needs to be incorporated.

B. District Events

Ms. Sutton discussed District events being made public by others than the Board and property being allegedly damaged. The Board requested staff be notified of events open to the public.

TENTH ORDER OF BUSINESS

Discussion of Agreement for Security System Operation/Maintenance Services with Envera Systems (Reverie)

Ms. Gellman provided an update on a revised (verbal) agreement with Envera. She will negotiate price and termination clause. The contract isn't up until August. Tabled

ELEVENTH ORDER OF BUSINESS

Update on Insurance Status for Accident

Mr. Laughlin informed the Board that a check was received today for the damages related to the front entrance accident.

TWELFTH ORDER OF BUSINESS

Consideration of Proposals:

A. Cooper Electrical Services for Outdoor Lighting at Welcome Center

Mr. Laughlin presented a proposal from Cooper Electrical Services for outdoor lighting at the welcome center (adding lights to stairway) totaling \$1,070.

On MOTION by Ms. Sutton, seconded by Mr. Dunn, with all in favor, the Cooper Electrical Services Proposal for Outdoor Lighting at Welcome Center for \$1,070, was approved.

B. Brightview Landscape Services for Sports Field Tree Elevation

Mr. Laughlin stated presented a proposal from Brightview Landscape Services for Sports Field Tree Elevation totaling \$1,714.29.

On MOTION by Ms. Sutton, seconded by Ms. Hartley, with all in favor, the Brightview Landscape Proposal for Sports Field Tree Elevation for \$1,714.29, was approved.
--

C. Brightview Landscape Spring Annuals

Mr. Laughlin reviewed a Brightview proposal for the spring annuals for \$2,175.52.

On MOTION by Ms. Sutton, seconded by Ms. Hartley, with all in favor, the Brightview Landscape Proposal for Spring Annuals for \$2,175.52, was approved.

D. Tison Sound & Security for Additional Audio Equipment

Mr. Laughlin noted they would need to purchase at least 4 more mics and another plug to plug the mics in. Table

E. Jax Utility Maintenance for Welcome Center Pothole

Mr. Laughlin stated ETM has been out and inspected the site and concur with this work. The total is \$10,800. Paying from the Capital Reserve could be an option. District Counsel will prepare an agreement.

On MOTION by Ms. Sutton, seconded by Ms. Brofford, with all in favor, the Proposal from Jax Utility Maintenance for Welcome Center Pothole, was approved.

THIRTEENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber had nothing to report but offered to take questions.

B. Engineer – Update Regarding Traff Signal at Entrance

Mr. Wild provided an update related to the front entrance traffic signal. He noted once they get a contract, they may get a tighter timeframe on the fabrication but no guarantees.

C. Manager – Discussion of April Meeting

Mr. Laughlin scheduled the next meeting for April 23, 2025 at Good News Church.

D. TrailMark Reports

1. Operations (*RealManage*) – Report

Mr. Boyer provided the Facility Manager's Report including the one-year final walkthrough, pool ladder repair and Camp House screen repair. Mr. Dunn spoke about exterior composite shiplap to cover mid-way up the free weights wall in the gym. He will bring back pricing.

2. Lifestyles (OnPlace) – Report

Ms. Douglas provided an update on recent and upcoming events at TrailMark.

E. Reverie Reports (First Service)

1. DFH Updates

First Service provided an update regarding the kitchen pass through, fencing to pool area and general maintenance.

2. Operations (First Service) – Report

Mr. Reid reviewed the First Service Operations Report.

3. Lifestyles (OnPlace) – Report

Ms. Passantino provided an update on recent and upcoming events at Reverie.

FIFTEENTH ORDER OF BUSINESS

Supervisor's Requests

There being no other business, the next item followed.

SIXTEENTH ORDER OF BUSINESS

Audience Comments

- **Sue Minter (170 Osprey Mills Ln)** – Spoke about Feet on Earth event.
- **Christopher Conway (263 Weathered Edge)** – Glad sidewalks are getting fixed. Spoke about sidewalk repairs near the pickleball courts. Asked about meet & greet for HOA. It is already in the works.
- **Steve Pasiuk (85 Red Twig Way)** – Spoke about low growth out of oak trees on TrailMark Dr. Ms. Sutton noted they are homeowners' trees. Asked if designer addressed acoustics of amenity center. Ms. Hartley noted yes, considering drapery or sound boards. Asked for clarification of posting for sale signs in the community. Spoke on Reverie pool use.

- **Michelle Klee (109 Linsbury Court)** – Asked for an update on her checklist of community signs that were either missing or broken. Mr. Reid noted the developer has reached out to the original installer. Asked if the pool monitor were to be at a check in table under the awning to manage the gym and other amenities, how can they keep an eye on activity at the pool? Ms. Sweeting noted the street signs are not covered under insurance.

SEVENTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – March 21, 2025
at 2:00 p.m. @ Good News Church (*special
meeting*) May 14, 2025 at 2:00 p.m. @
Renaissance World Golf Village Resort**

The next scheduled meeting is March 21, 2025, at 2:00 p.m. at Good News Church. There is a Special Meeting April 23, 2025 at the Good News Church. The May 14th meeting will be at 2:00 p.m. at Renaissance World Golf Village Resort.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

Mr. Laughlin asked for a motion to adjourn.

On MOTION by Ms. Sutton, seconded by Ms. Gellman, with all in favor, the meeting adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

D.

Six Mile Creek
Community Development District

Unaudited Financial Reporting
March 31, 2025



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43	<u>Series 2023 AA2 PH3C Construction Schedule</u>
44	<u>Series 2023 AA3 PH3 Construction Schedule</u>
45	<u>Series 2024 Construction Schedule</u>

Six Mile Creek
Community Development District
Balance Sheet
March 31, 2025

	General Fund	Reverie Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:						
Cash - Truist Bank	\$ 131,693	\$ 112,031	\$ -	\$ -	\$ -	\$ 243,724
Cash - Truist Bank - Special Events	3,064	-	-	-	-	3,064
Assessment Receivable	-	-	-	-	-	-
Investments:						
Series 2007						
Reserve	-	-	-	28,356	-	28,356
Construction	-	-	-	-	2,430	2,430
Series 2015						
Reserve	-	-	-	157,219	-	157,219
Revenue	-	-	-	283,203	-	283,203
Prepayment	-	-	-	1	-	1
Series 2016A						
Reserve	-	-	-	432,044	-	432,044
Revenue	-	-	-	637,974	-	637,974
Prepayment	-	-	-	26,029	-	26,029
Construction	-	-	-	-	195,936	195,936
Series 2016B						
Revenue	-	-	-	172	-	172
Prepayment	-	-	-	6	-	6
Construction	-	-	-	-	4	4
Series 2017A						
Reserve	-	-	-	692,813	-	692,813
Revenue	-	-	-	827,109	-	827,109
Interest	-	-	-	113	-	113
Construction	-	-	-	-	0	0
Construction - NW	-	-	-	-	1,007	1,007
Series 2020						
Reserve	-	-	-	205,191	-	205,191
Revenue	-	-	-	488,850	-	488,850
Series 2021 AA3 PH1						
Reserve	-	-	-	282,613	-	282,613
Revenue	-	-	-	663,464	-	663,464
Construction	-	-	-	-	-	-
Series 2021 AA3 PH2						
Revenue	-	-	-	150,698	-	150,698
Prepayment	-	-	-	176,904	-	176,904
Construction	-	-	-	-	579	579
Series 2021 AA2 PH3B						
Reserve	-	-	-	230,438	-	230,438
Revenue	-	-	-	526,320	-	526,320
Construction	-	-	-	-	203	203
Series 2023						
Reserve	-	-	-	727,675	-	727,675
Revenue	-	-	-	172,023	-	172,023
Interest	-	-	-	-	-	-
Capitalized Interest	-	-	-	42	-	42
Construction AA2 PH3C	-	-	-	-	582	582
Construction AA3 PH3	-	-	-	-	5	5
Series 2024						
Reserve	-	-	-	193,130	-	193,130
Revenue	-	-	-	3,313	-	3,313
Interest	-	-	-	105	-	105
Capitalized Interest	-	-	-	169,199	434	169,633
Investment - Custody	1,050,855	-	-	-	-	1,050,855
State Board of Administration	-	60,000	-	-	-	60,000
Due From Capital Projects	-	-	-	-	956	956
Due From Capital Reserve	8,752	-	-	-	-	8,752
Due From Developer	-	-	-	-	833,379	833,379
Due from Reverie	450	-	-	-	-	450
Prepaid Expenses	400	6,000	-	-	-	6,400
Total Assets	\$ 1,195,214	\$ 178,031	\$ -	\$ 7,075,001	\$ 1,040,669	\$ 9,488,915

Six Mile Creek
Community Development District
Balance Sheet
March 31, 2025

	General Fund	Reverie Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Liabilities:						
Accounts Payable	\$ 24,716	\$ 44,044	\$ -	\$ -	\$ 833,379	\$ 902,139
Accrued Payables	1,052	-	-	-	-	1,052
Contracts Payable	-	-	-	-	1,102,495	1,102,495
Due to Capital Projects 2016A/B	4,153	-	-	-	-	4,153
Due to Capital Projects 2017	1,000	-	-	-	956	1,956
Due to General Fund	-	450	-	-	-	450
Total Liabilities	\$ 30,921	\$ 44,494	\$ -	\$ -	\$ 1,936,830	\$ 2,012,245
Fund Balances:						
Assigned For Debt Service 2007	\$ -	\$ -	\$ -	\$ 28,356	\$ -	\$ 28,356
Assigned For Debt Service 2015	-	-	-	440,422	-	440,422
Assigned For Debt Service 2016A	-	-	-	1,096,047	-	1,096,047
Assigned For Debt Service 2016B	-	-	-	179	-	179
Assigned For Debt Service 2017A	-	-	-	1,520,034	-	1,520,034
Assigned For Debt Service 2020	-	-	-	694,040	-	694,040
Assigned For Debt Service 2021 PH1	-	-	-	946,076	-	946,076
Assigned For Debt Service 2021 PH2	-	-	-	327,602	-	327,602
Assigned For Debt Service 2021 PH3B	-	-	-	756,758	-	756,758
Assigned For Debt Service 2023	-	-	-	899,740	-	899,740
Assigned For Debt Service 2024	-	-	-	365,748	-	365,748
Assigned For Capital Reserves 2007	-	-	-	-	2,430	2,430
Assigned For Capital Reserves 2016A	-	-	-	-	199,133	199,133
Assigned For Capital Reserves 2016B	-	-	-	-	4	4
Assigned For Capital Reserves 2017A	-	-	-	-	2,963	2,963
Assigned For Capital Reserves 2020	-	-	-	-	0	0
Assigned For Capital Reserves 2021 PH1	-	-	-	-	0	0
Assigned For Capital Reserves 2021 PH2	-	-	-	-	(229,930)	(229,930)
Assigned For Capital Reserves 2021 PH3B	-	-	-	-	(498,389)	(498,389)
Assigned For Capital Reserves 2023	-	-	-	-	(372,807)	(372,807)
Assigned For Capital Reserves 2024	-	-	-	-	434	434
Unassigned	1,164,293	133,537	-	-	-	1,297,830
Total Fund Balances	\$ 1,164,293	\$ 133,537	\$ -	\$ 7,075,001	\$ (896,161)	\$ 7,476,669
Total Liabilities & Fund Equity	\$ 1,195,214	\$ 178,031	\$ -	\$ 7,075,001	\$ 1,040,669	\$ 9,488,915

Six Mile Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 1,544,069	\$ 1,497,875	\$ 1,497,875	\$ -
Special Assessments - Direct Platted	351,132	116,968	116,968	-
Special Assessments - Direct Unplatted	21,329	5,332	5,332	-
Special Assessments - Lot Closings	-	-	44,332	44,332
Interest	24,000	12,000	11,252	(748)
Miscellaneous Income	1,226	613	11,104	10,491
Rental Income	3,000	1,500	4,197	2,697
Special Events Income	-	-	908	908
Total Revenues	\$ 1,944,756	\$ 1,634,288	\$ 1,691,968	\$ 57,680
<u>Expenditures:</u>				
<u>Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 6,000	\$ 7,400	\$ (1,400)
FICA Expense	918	459	566	(107)
Engineering Fees	25,000	12,500	18,966	(6,466)
Attorney	35,000	17,500	8,655	8,845
Arbitrage	4,800	1,200	1,200	-
Dissemination	12,720	6,360	7,643	(1,283)
Dissemination - DTS	1,500	1,500	2,500	(1,000)
Annual Audit	14,500	-	-	-
Trustee Fees	30,170	11,583	11,583	-
Assessment Administration	10,000	10,000	10,000	-
Management Fees	45,000	22,500	22,500	-
Information Technology	1,890	945	945	-
Website Maintenance	1,260	630	630	-
Debt Service Fund Accounting	5,000	2,500	-	2,500
Telephone	1,000	500	544	(44)
Postage	1,750	875	1,658	(783)
Printing & Binding	1,750	875	932	(57)
Insurance	7,880	7,880	7,661	219
Legal Advertising	10,000	5,000	832	4,168
Meeting Room Rental	20,500	10,250	8,458	1,792
Bank Fees	3,000	1,500	922	578
Other Current Charges	300	150	827	(677)
Office Supplies	200	100	12	88
Dues, Licenses & Subscriptions	175	175	175	-
Total Administrative:	\$ 246,313	\$ 120,982	\$ 114,609	\$ 6,373
<u>Operations & Maintenance</u>				
Property Insurance	\$ 43,395	\$ 43,395	\$ 40,022	\$ 3,373
Electric	10,000	5,000	3,601	1,399
Streetlights	95,500	47,750	49,700	(1,950)
Landscape Contract	367,000	183,500	197,262	(13,762)
Landscape - Mulch & Plant Installation	120,000	60,000	121,142	(61,142)
Landscape Contingency	88,000	44,000	8,613	35,387
Lake Contract	50,000	25,000	29,390	(4,390)
Lake Contingency	10,000	5,000	-	5,000
Irrigation Maintenance	75,000	37,500	17,467	20,033
Repairs & Maintenance	15,000	7,500	771	6,729
Security Patrol	55,000	27,500	18,745	8,755
Dog Park - General Maintenance	5,000	2,500	1,621	879
Kayak Launch - General Maintenance	5,000	2,500	560	1,940
Storm Clean-Up/Tree Removal	30,000	15,000	16,230	(1,230)
Total Operations & Maintenance:	\$ 968,895	\$ 506,145	\$ 505,124	\$ 1,021

Six Mile Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
<u>Amenity Center</u>				
<u>Utilities</u>				
Telephone/Internet	\$ 10,000	\$ 5,000	\$ 2,378	\$ 2,622
Electric	25,000	12,500	10,912	1,588
Water/Irrigation	45,000	22,500	17,023	5,477
Gas	2,000	1,000	513	487
Trash Removal	8,910	4,455	5,216	(761)
<u>Security</u>				
Security Alarm Monitoring	\$ 1,100	\$ 550	\$ 660	\$ (110)
Access Cards	1,000	500	-	500
<u>Management Contracts</u>				
Facility Management	\$ 125,000	\$ 62,500	\$ 45,471	\$ 17,029
Field Management/Administrative	112,320	56,160	30,799	25,361
Amenity Staff - Rentals	2,000	1,000	3,409	(2,409)
Onsite Reimbursable (Event Pgrm/Mileage/Cell)	2,000	1,000	-	25,000
Pool Attendants	50,000	25,000	-	25,000
Pool Maintenance	40,000	20,000	10,800	9,200
Pool Repairs	30,000	15,000	11,207	3,793
Pool Permits	1,000	500	-	500
Janitorial Services	42,706	21,353	17,728	3,625
Fitness Equipment Lease	34,312	17,156	17,156	(0)
Pest Control	5,000	2,500	2,360	140
Repairs & Maintenance	40,000	20,000	7,586	12,414
Special Events	21,000	10,500	13,740	(3,240)
Holiday Decorations	12,000	12,000	12,044	(44)
Fitness Center Repairs/Supplies	3,500	1,750	375	1,375
Operating Supplies	10,000	5,000	1,321	3,679
ASCAP/BMI Licenses	1,700	850	23,210	(22,360)
Contingency	4,000	2,000	151	1,849
Total Amenity Center:	\$ 629,548	\$ 320,774	\$ 234,058	\$ 85,716
<u>Reserves</u>				
Capital Reserve Transfer	\$ 100,000	\$ -	\$ -	\$ -
Total Reserves	\$ 100,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,944,756	\$ 947,901	\$ 853,792	\$ 93,110
Excess Revenues (Expenditures)	\$ -		\$ 838,177	
Fund Balance - Beginning	\$ -		\$ 326,116	
Fund Balance - Ending	\$ -		\$ 1,164,293	

Six Mile Creek
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 135,831	\$ 264,180	\$ 825,362	\$ 272,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,497,875
Special Assessments - Direct Platted	87,783	-	-	29,185	-	-	-	-	-	-	-	-	116,968
Special Assessments - Direct Unplatted	5,332	-	-	-	-	-	-	-	-	-	-	-	5,332
Special Assessments - Lot Closings	20,163	-	15,733	-	-	8,436	-	-	-	-	-	-	44,332
Interest	1,140	681	708	1,389	3,553	3,781	-	-	-	-	-	-	11,252
Miscellaneous Income	275	-	-	375	100	10,354	-	-	-	-	-	-	11,104
Rental Income	1,567	242	-	917	977	492	-	-	-	-	-	-	4,197
Special Events Income	385	244	88	71	93	27	-	-	-	-	-	-	908

Total Revenues	\$ 116,645	\$ 136,999	\$ 280,708	\$ 857,300	\$ 277,226	\$ 23,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,691,968
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Expenditures:

Administrative:

Supervisor Fees	\$ -	\$ 1,000	\$ 1,600	\$ 1,000	\$ 1,000	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,400
FICA Expense	-	77	122	77	77	214	-	-	-	-	-	-	566
Engineering Fees	2,091	2,172	3,236	1,819	5,249	4,400	-	-	-	-	-	-	18,966
Attorney	1,788	2,502	1,364	3,002	-	-	-	-	-	-	-	-	8,655
Arbitrage	-	-	1,200	-	-	-	-	-	-	-	-	-	1,200
Dissemination	1,560	1,060	1,143	1,593	1,143	1,143	-	-	-	-	-	-	7,643
Dissemination - DTS	2,500	-	-	-	-	-	-	-	-	-	-	-	2,500
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	7,273	-	-	4,310	-	-	-	-	-	-	11,583
Assessment Administration	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Management Fees	3,750	3,750	3,750	3,750	3,750	3,750	-	-	-	-	-	-	22,500
Information Technology	158	158	158	158	158	158	-	-	-	-	-	-	945
Website Maintenance	105	105	105	105	105	105	-	-	-	-	-	-	630
Debt Services Fund Accounting	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	81	67	72	118	60	146	-	-	-	-	-	-	544
Postage	5	794	91	134	137	497	-	-	-	-	-	-	1,658
Printing & Binding	169	134	161	135	171	163	-	-	-	-	-	-	932
Insurance	7,661	-	-	-	-	-	-	-	-	-	-	-	7,661
Legal Advertising	360	66	66	67	74	199	-	-	-	-	-	-	832
Meeting Room Rental	-	3,119	1,418	1,843	-	2,079	-	-	-	-	-	-	8,458
Bank Fees	189	159	152	126	157	140	-	-	-	-	-	-	922
Other Current Charges	-	-	100	433	294	-	-	-	-	-	-	-	827
Office Supplies	3	1	3	3	1	3	-	-	-	-	-	-	12
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175

Total Administrative:	\$ 30,594	\$ 15,161	\$ 22,012	\$ 14,363	\$ 12,375	\$ 20,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,609
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Operations & Maintenance

Property Insurance	\$ 40,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,022
Electric	822	989	542	417	371	461	-	-	-	-	-	-	3,601
Streetlights	8,219	8,219	8,219	8,328	8,358	8,358	-	-	-	-	-	-	49,700
Landscape Contract	30,583	30,583	30,583	35,171	35,171	35,171	-	-	-	-	-	-	197,262
Landscape - Mulch & Plant Installation	-	-	2,176	-	-	118,966	-	-	-	-	-	-	121,142
Landscape Contingency	-	4,278	1,690	931	-	1,714	-	-	-	-	-	-	8,613
Lake Contract	4,220	4,220	4,220	4,220	8,365	4,145	-	-	-	-	-	-	29,390
Lake Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Maintenance	1,814	2,143	3,571	4,607	3,333	1,999	-	-	-	-	-	-	17,467
Repairs & Maintenance	-	-	-	-	-	771	-	-	-	-	-	-	771
Security Patrol	2,567	3,370	3,035	2,628	3,783	3,363	-	-	-	-	-	-	18,745
Dog Park - General Maintenance	206	206	206	206	797	-	-	-	-	-	-	-	1,621
Kayak Launch - General Maintenance	560	-	-	-	-	-	-	-	-	-	-	-	560
Storm Clean-Up/Tree Removal	6,920	9,310	-	-	-	-	-	-	-	-	-	-	16,230

Total Operations & Maintenance:	\$ 95,933	\$ 63,317	\$ 54,242	\$ 56,507	\$ 60,177	\$ 174,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 505,124
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Six Mile Creek
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>Amenity Center</u>													
<u>Utilities</u>													
Telephone/Internet	\$ 428	\$ 390	\$ 390	\$ 390	\$ 390	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,378
Electric	1,608	1,705	1,788	1,957	2,060	1,794	-	-	-	-	-	-	10,912
Water/Irrigation	3,408	2,813	2,697	2,931	3,150	2,025	-	-	-	-	-	-	17,023
Gas	78	9	114	111	127	74	-	-	-	-	-	-	513
Trash Removal	946	673	946	679	1,122	849	-	-	-	-	-	-	5,216
<u>Security</u>													
Security Alarm Monitoring	\$ 35	\$ 35	\$ 485	\$ 35	\$ 35	\$ 35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	660
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Management Contracts</u>													
Facility Management	\$ 10,709	\$ -	\$ 12,969	\$ 9,736	\$ 12,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	45,471
Field Management/Administrative	4,793	5,651	4,406	5,229	5,219	5,501	-	-	-	-	-	-	30,799
Amenity Staff - Rentals	248	331	165	532	-	2,133	-	-	-	-	-	-	3,409
<u>Onsite Reimbursable (Event Prgm/Mileage)</u>													
Pool Attendants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-	-	-	-	10,800
Pool Repairs	2,309	2,387	745	2,188	2,706	872	-	-	-	-	-	-	11,207
Pool Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services	2,945	2,945	3,003	2,945	2,945	2,945	-	-	-	-	-	-	17,728
Fitness Equipment Lease	2,859	2,859	2,859	2,859	2,859	2,859	-	-	-	-	-	-	17,156
Pest Control	297	297	587	297	297	587	-	-	-	-	-	-	2,360
Repairs & Maintenance	2,130	986	1,930	438	151	1,950	-	-	-	-	-	-	7,586
Special Events	1,888	3,259	4,661	928	1,421	1,583	-	-	-	-	-	-	13,740
Holiday Decorations	-	12,044	-	-	-	-	-	-	-	-	-	-	12,044
Fitness Center Repairs/Supplies	175	-	-	200	-	-	-	-	-	-	-	-	375
Operating Supplies	295	-	372	32	362	260	-	-	-	-	-	-	1,321
ASCAP/BMI Licenses	23,210	-	-	-	-	-	-	-	-	-	-	-	23,210
Contingency	151	-	-	-	-	-	-	-	-	-	-	-	151
Total Amenity Center:	\$ 60,312	\$ 38,184	\$ 39,917	\$ 33,286	\$ 36,703	\$ 25,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	234,058
<u>Reserves</u>													
Capital Reserves Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Reserves:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 186,839	\$ 116,662	\$ 116,170	\$ 104,156	\$ 109,255	\$ 220,709	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	853,792
Excess Revenues (Expenditures)	\$ (70,194)	\$ 20,337	\$ 164,537	\$ 753,144	\$ 167,971	\$ (197,619)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	838,177

Six Mile Creek

Community Development District

Reverie Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 403,920	\$ 391,834	\$ 391,834	\$ -
Special Assessments - Direct Billed	185,640	46,410	46,410	-
Developer Contributions	357,273	178,637	100,000	(78,637)
Interest	100	50	-	(50)
Miscellaneous Income	500	250	4,525	4,275
Special Events Income	-	-	1,030	1,030
Total Revenues	\$ 947,433	\$ 617,180	\$ 543,799	\$ (73,382)
Expenditures:				
Administrative:				
Other Current Charges	\$ 1,500	\$ 750	\$ 800	\$ (50)
Total Administrative:	\$ 1,500	\$ 750	\$ 800	\$ (50)
Operations & Maintenance				
Property Insurance	\$ 80,660	\$ 80,660	\$ 74,391	\$ 6,269
Electric	8,500	4,250	4,426	(176)
Landscape Contract	113,000	56,500	56,532	(32)
Landscape - Mulch & Plant Installation	45,000	22,500	16,236	6,264
Landscape Contingency	15,000	7,500	37,917	(30,417)
Lake Contract	14,000	7,000	8,120	(1,120)
Lake Contingency	2,500	1,250	-	1,250
Irrigation Maintenance	11,250	5,625	1,794	3,831
Repairs & Maintenance	1,500	750	-	750
Pump Repairs	1,500	750	-	750
Electric Streetlights/Services	5,000	2,500	-	2,500
Routine Road Cleaning	2,500	1,250	-	1,250
Dog Park - General Maintenance	6,000	3,000	4,475	(1,475)
Pavilion Park Maintenance	3,500	1,750	-	1,750
Entry Gate(s) Access Control & Monitoring	42,500	21,250	28,472	(7,222)
Contingency	5,000	2,500	1,574	926
Total Operations & Maintenance:	\$ 357,410	\$ 219,035	\$ 233,937	\$ (14,902)

Six Mile Creek

Community Development District

Reverie Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
<u>Amenity Center</u>				
<u>Utilities</u>				
Telephone/Internet	\$ 4,750	\$ 2,375	\$ 2,422	\$ (47)
Electric	20,000	10,000	8,905	1,095
Water/Irrigation	20,000	10,000	18,374	(8,374)
Gas	32,250	16,125	20,356	(4,231)
Trash Removal	4,500	2,250	2,303	(53)
<u>Security</u>				
Security Alarm Monitoring	\$ 1,000	\$ 500	\$ 493	\$ 8
Access Cards	5,000	2,500	-	2,500
<u>Management Contracts</u>				
Lifestyle Director	\$ 81,900	\$ 40,950	\$ 39,001	\$ 1,949
Admin (Facility Management)	63,312	31,656	10,080	21,576
Building Maintenance (Field Management)	88,919	44,460	33,362	11,098
Onsite Reimbursable (CAM/Medical/Mileage/Cell)	40,000	20,000	-	20,000
Landscape Contract	32,845	16,423	16,422	0
Landscape Seasonal	24,000	12,000	12,363	(363)
Landscape Contingency	4,000	2,000	7,856	(5,856)
Pool Maintenance	25,500	12,750	15,100	(2,350)
Pool Repairs	12,500	6,250	19,457	(13,207)
Pool Permits	1,000	500	-	500
Janitorial Services	7,750	3,875	8,924	(5,049)
Janitorial Supplies	4,750	2,375	444	1,931
Facility Repairs & Maintenance	25,000	12,500	9,376	3,124
Fitness Equipment Lease	27,347	13,674	13,673	0
Pest Control	2,200	1,100	450	650
Repairs & Maintenance	13,250	6,625	4,975	1,650
Special Events	35,000	17,500	25,419	(7,919)
Holiday Decorations	6,500	3,250	6,427	(3,177)
Dues, Licenses & Subscriptions	250	250	249	1
Operating Supplies	5,000	2,500	2,666	(166)
Total Amenity Center:	\$ 588,523	\$ 294,387	\$ 279,096	\$ 15,290
Total Expenditures	\$ 947,433	\$ 514,172	\$ 513,833	\$ 338
Excess Revenues (Expenditures)	\$ -		\$ 29,966	
Fund Balance - Beginning	\$ -		\$ 103,571	
Fund Balance - Ending	\$ -		\$ 133,537	

Six Mile Creek
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 35,532	\$ 69,108	\$ 215,909	\$ 71,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	391,834
Special Assessments - Direct Billed	46,410	-	-	-	-	-	-	-	-	-	-	-	46,410
Developer Contributions	-	100,000	-	-	-	-	-	-	-	-	-	-	100,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	225	125	150	275	150	3,600	-	-	-	-	-	-	4,525
Special Events Income	-	-	-	760	270	-	-	-	-	-	-	-	1,030
Total Revenues	\$ 46,635	\$ 135,657	\$ 69,258	\$ 216,944	\$ 71,705	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 543,799
Expenditures:													
Administrative:													
Other Current Charges	\$ 115	\$ 176	\$ 142	\$ 107	\$ 147	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
Total Administrative:	\$ 115	\$ 176	\$ 142	\$ 107	\$ 147	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
Operations & Maintenance													
Property Insurance	\$ 74,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	74,391
Electric	505	1,085	758	757	679	641	-	-	-	-	-	-	4,426
Landscape Contract	9,422	9,422	9,422	9,422	9,422	9,422	-	-	-	-	-	-	56,532
Landscape - Mulch & Plant Installation	3,521	6,200	6,515	-	-	-	-	-	-	-	-	-	16,236
Landscape Contingency	2,336	31,208	-	-	4,373	-	-	-	-	-	-	-	37,917
Lake Contract	1,164	1,164	1,164	1,164	2,314	1,150	-	-	-	-	-	-	8,120
Lake Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Maintenance	404	127	647	-	616	-	-	-	-	-	-	-	1,794
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pump Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Streetlights/Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Routine Road Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Dog Park - General Maintenance	482	482	482	482	482	2,065	-	-	-	-	-	-	4,475
Pavilion Park Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Entry Gate(s) Access Control & Monitoring	5,696	6,414	4,736	3,781	3,811	4,036	-	-	-	-	-	-	28,472
Contingency	232	621	721	-	-	-	-	-	-	-	-	-	1,574
Total Operations & Maintenance:	\$ 98,153	\$ 56,723	\$ 24,445	\$ 15,606	\$ 21,697	\$ 17,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,937

Six Mile Creek
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>Amenity Center</u>													
<u>Utilities</u>													
Telephone/Internet	\$ 389	\$ 390	\$ 390	\$ 430	\$ 431	\$ 391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,422
Electric	1,447	1,417	1,471	1,504	1,605	1,462	-	-	-	-	-	-	8,905
Water/Irrigation	2,767	4,151	3,332	2,904	2,502	2,717	-	-	-	-	-	-	18,374
Gas	431	118	4,575	5,643	7,759	1,830	-	-	-	-	-	-	20,356
Trash Removal	315	315	315	628	325	404	-	-	-	-	-	-	2,303
<u>Security</u>													
Security Alarm Monitoring	\$ 493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	493
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Management Contracts</u>													
Lifestyle Director	\$ 6,001	\$ 6,000	\$ 6,000	\$ 9,000	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	39,001
Admin (Facility Management)	-	5,488	839	776	2,977	-	-	-	-	-	-	-	10,080
Building Maintenance (Field Management)	11,249	-	10,373	9,680	2,060	-	-	-	-	-	-	-	33,362
Onsite Reimbursable (CAM/Medical/Mileage)	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Contract	2,737	2,737	2,737	2,737	2,737	2,737	-	-	-	-	-	-	16,422
Landscape Seasonal	-	-	-	-	-	12,363	-	-	-	-	-	-	12,363
Landscape Contingency	1,200	-	-	-	6,656	-	-	-	-	-	-	-	7,856
Pool Maintenance	3,079	2,060	2,060	2,060	3,781	2,060	-	-	-	-	-	-	15,100
Pool Repairs	8,706	792	2,211	870	364	6,514	-	-	-	-	-	-	19,457
Pool Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services	1,400	1,400	1,400	1,925	1,400	1,400	-	-	-	-	-	-	8,924
Janitorial Supplies	-	-	91	170	74	109	-	-	-	-	-	-	444
Facility Repairs & Maintenance	2,499	4,635	80	948	1,128	87	-	-	-	-	-	-	9,376
Fitness Equipment Lease	2,279	2,279	2,279	2,279	2,279	2,279	-	-	-	-	-	-	13,673
Pest Control	75	75	75	75	75	75	-	-	-	-	-	-	450
Repairs & Maintenance	3,175	124	300	-	1,376	-	-	-	-	-	-	-	4,975
Special Events	4,410	12,659	3,414	1,943	2,043	952	-	-	-	-	-	-	25,419
Holiday Decorations	-	-	-	6,427	-	-	-	-	-	-	-	-	6,427
Dues, Licenses & Subscriptions	179	-	35	35	-	-	-	-	-	-	-	-	249
Operating Supplies	878	401	302	402	325	357	-	-	-	-	-	-	2,666
Total Amenity Center:	\$ 53,708	\$ 45,041	\$ 42,277	\$ 50,436	\$ 45,896	\$ 41,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	279,096
Total Expenditures	\$ 151,975	\$ 101,941	\$ 66,865	\$ 66,149	\$ 67,740	\$ 59,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	513,833
Excess Revenues (Expenditures)	\$ (105,340)	\$ 33,717	\$ 2,393	\$ 150,795	\$ 3,965	\$ (55,563)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	29,966

Six Mile Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Transfer In	\$ 100,000	\$ -	\$ -	\$ -
Interest	250	125	-	(125)
Total Revenues	\$ 100,250	\$ 125	\$ -	\$ (125)
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 100,250	\$ 125	\$ -	
Fund Balance - Beginning	\$ 50,423		\$ -	
Fund Balance - Ending	\$ 150,673		\$ -	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2007

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 622	\$ 622
Total Revenues	\$ -	\$ -	\$ 622	\$ 622
Expenditures:				
Series 2007				
Debt Service Obligation	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 622	
Fund Balance - Beginning	\$ -		\$ 27,734	
Fund Balance - Ending	\$ -		\$ 28,356	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 209,625	\$ 206,712	\$ 206,712	\$ -
Interest	11,500	5,750	6,477	727
Total Revenues	\$ 221,125	\$ 212,462	\$ 213,189	\$ 727
Expenditures:				
Series 2015				
Interest - 11/01	\$ 51,797	\$ 51,797	\$ 51,797	\$ -
Special Call - 11/01	-	-	5,000	(5,000)
Principal - 05/01	105,000	-	-	-
Interest - 05/01	51,797	-	-	-
Total Expenditures	\$ 208,594	\$ 51,797	\$ 56,797	\$ (5,000)
Excess Revenues (Expenditures)	\$ 12,531		\$ 156,392	
Fund Balance - Beginning	\$ 121,725		\$ 284,030	
Fund Balance - Ending	\$ 134,256		\$ 440,422	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2016A

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 432,044	\$ 422,731	\$ 422,731	\$ -
Special Assessments - Prepayments	-	-	26,029	26,029
Interest	36,000	18,000	19,082	1,082
Total Revenues	\$ 468,044	\$ 440,731	\$ 467,841	\$ 27,111
Expenditures:				
Series 2016A				
Interest - 11/01	\$ 154,316	\$ 154,316	\$ 154,316	\$ -
Principal - 11/01	120,000	120,000	120,000	-
Special Call -11/01	-	-	5,000	(5,000)
Interest - 05/01	151,466	-	-	-
Total Expenditures	\$ 425,781	\$ 274,316	\$ 279,316	\$ (5,000)
Excess Revenues (Expenditures)	\$ 42,263		\$ 188,526	
Fund Balance - Beginning	\$ 459,721		\$ 907,521	
Fund Balance - Ending	\$ 501,984		\$ 1,096,047	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2016B

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 4	\$ 4
Total Revenues	\$ -	\$ -	\$ 4	\$ 4
Expenditures:				
Series 2016B				
Interest - 11/01	\$ -	\$ -	\$ -	\$ -
Principal - 11/01	-	-	-	-
Interest - 05/01	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 4	
Fund Balance - Beginning	\$ -		\$ 175	
Fund Balance - Ending	\$ -		\$ 179	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2017A

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 693,588	\$ 674,560	\$ 674,560	\$ -
Special Assessments - Prepayments	-	-	29,224	29,224
Interest	51,000	25,500	26,596	1,096
Total Revenues	\$ 744,588	\$ 700,060	\$ 730,380	\$ 30,320
Expenditures:				
Series 2017A				
Interest - 11/01	\$ 244,294	\$ 244,294	\$ 244,294	\$ -
Principal - 11/01	205,000	205,000	205,000	-
Special Call - 11/01	-	-	5,000	(5,000)
Interest - 02/01	-	-	391	(391)
Special Call - 02/01	-	-	30,000	(30,000)
Interest - 05/01	239,681	-	-	-
Total Expenditures	\$ 688,975	\$ 449,294	\$ 484,684	\$ (35,391)
Excess Revenues (Expenditures)	\$ 55,613		\$ 245,696	
Fund Balance - Beginning	\$ 564,155		\$ 1,274,339	
Fund Balance - Ending	\$ 619,768		\$ 1,520,034	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 410,600	\$ 398,671	\$ 398,671	\$ -
Interest	33,500	16,750	13,587	(3,163)
Total Revenues	\$ 444,100	\$ 415,421	\$ 412,258	\$ (3,163)
Expenditures:				
Series 2020				
Interest - 11/01	\$ 133,109	\$ 133,109	\$ 133,109	\$ -
Principal - 11/01	145,000	145,000	145,000	-
Special Call - 11/01	-	-	5,000	(5,000)
Interest - 02/01	-	-	52	(52)
Special Call - 02/01	-	-	5,000	(5,000)
Interest - 05/01	130,844	-	-	-
Total Expenditures	\$ 408,953	\$ 278,109	\$ 288,161	\$ (10,052)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (205,300)	\$ 205,300
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (205,300)	\$ 205,300
Excess Revenues (Expenditures)	\$ 35,147		\$ (81,203)	
Fund Balance - Beginning	\$ 358,875		\$ 775,243	
Fund Balance - Ending	\$ 394,022		\$ 694,040	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2021 AA3 PH1

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 566,300	\$ 555,596	\$ 555,596	\$ -
Interest	35,500	17,750	17,171	(579)
Total Revenues	\$ 601,800	\$ 573,346	\$ 572,767	\$ (579)
Expenditures:				
Series 2021 AA3 PH1				
Interest - 11/01	\$ 172,900	\$ 172,900	\$ 172,525	\$ 375
Special Call - 11/01	-	-	5,000	(5,000)
Interest - 02/01	-	-	38	(38)
Special Call - 02/01	-	-	5,000	(5,000)
Principal - 05/01	220,000	-	-	-
Interest - 05/01	172,900	-	-	-
Total Expenditures	\$ 565,800	\$ 172,900	\$ 182,563	\$ (9,663)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (282,613)	\$ 282,613
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (282,613)	\$ 282,613
Excess Revenues (Expenditures)	\$ 36,000		\$ 107,592	
Fund Balance - Beginning	\$ 284,502		\$ 838,484	
Fund Balance - Ending	\$ 320,502		\$ 946,076	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2021 AA3 PH2

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 149,100	\$ 144,634	\$ 144,634	\$ -
Interest	13,700	6,850	5,287	(1,563)
Total Revenues	\$ 162,800	\$ 151,484	\$ 149,921	\$ (1,563)
Expenditures:				
Series 2021 AA3 PH2				
Interest - 11/01	\$ 46,065	\$ 46,065	\$ 46,065	\$ -
Principal - 05/01	55,000	-	-	-
Interest - 05/01	46,065	-	-	-
Total Expenditures	\$ 147,130	\$ 46,065	\$ 46,065	\$ -
Excess Revenues (Expenditures)	\$ 15,670		\$ 103,856	
Fund Balance - Beginning	\$ 72,869		\$ 223,745	
Fund Balance - Ending	\$ 88,539		\$ 327,602	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2021 AA2 PH3B

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 460,875	\$ 447,072	\$ 447,072	\$ -
Interest	24,000	12,000	13,691	1,691
Total Revenues	\$ 484,875	\$ 459,072	\$ 460,762	\$ 1,691
Expenditures:				
Series 2021 AA2 PH3B				
Interest - 11/01	\$ 143,750	\$ 143,750	\$ 143,750	\$ -
Principal - 05/01	175,000	-	-	-
Interest - 05/01	143,750	-	-	-
Total Expenditures	\$ 462,500	\$ 143,750	\$ 143,750	\$ -
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (230,438)	\$ 230,438
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (230,438)	\$ 230,438
Excess Revenues (Expenditures)	\$ 22,375		\$ 86,575	
Fund Balance - Beginning	\$ 203,716		\$ 670,183	
Fund Balance - Ending	\$ 226,091		\$ 756,758	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 727,675	\$ -	\$ -	\$ -
Special Assessments - Lot Closing	-	-	144,179	144,179
Interest	43,000	21,500	20,307	(1,193)
Total Revenues	\$ 770,675	\$ 21,500	\$ 164,486	\$ 142,986
Expenditures:				
Series 2023				
Interest - 11/01	\$ 291,375	\$ 291,375	\$ 291,375	\$ -
Principal - 05/01	145,000	-	-	-
Interest - 05/01	291,375	-	-	-
Total Expenditures	\$ 727,750	\$ 291,375	\$ 291,375	\$ -
Excess Revenues (Expenditures)	\$ 42,925		\$ (126,890)	
Fund Balance - Beginning	\$ 358,065		\$ 1,026,629	
Fund Balance - Ending	\$ 400,990		\$ 899,740	

Six Mile Creek

Community Development District

Debt Service Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Bond Proceeds	\$ -	\$ -	\$ 359,476	\$ 359,476
Interest	-	-	6,167	6,167
Total Revenues	\$ -	\$ -	\$ 365,642	\$ 365,642
Expenditures:				
Series 2024				
Interest - 11/01	\$ -	\$ -	\$ -	\$ -
Principal - 05/01	-	-	-	-
Interest - 05/01	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 105	\$ (105)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 105	\$ (105)
Excess Revenues (Expenditures)	\$ -		\$ 365,748	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 365,748	

Six Mile Creek
Community Development District
Developer Contributions/Due to Developer

Funding Request #	Prepare Date	Check#	Received Date	Payment Amount	Total Funding Request	Capital 2017 (Due to Developer)	Capital 2020 (Due to Developer)	Capital 2021 PH1 (Due to Developer)	Capital 2021 PH2 & 3B (Due to Developer)	Capital 2023 AA2 PH3C & AA3 PH3 (Due to Developer)	Capital 2024 (Due to Developer)	Over and (short) Balance Due
10-2021 AA2 PH3B	10/29/24	WIRE	11/19/24	\$1,415.00	\$1,415.00	\$0.00	\$0.00	\$0.00	\$1,415.00	\$0.00	\$0.00	\$0.00 **
1-2023 AA2 PH3C	10/29/24	WIRE	11/19/24	\$526,475.33	\$526,475.33	\$0.00	\$0.00	\$0.00	\$0.00	\$526,475.33	\$0.00	\$0.00 **
1-2023 AA3 PH3	10/29/24	WIRE	11/19/24	\$101,473.72	\$101,473.72	\$0.00	\$0.00	\$0.00	\$0.00	\$101,473.72	\$0.00	\$0.00 **
11-2021 AA3 PH2	12/16/24	WIRE	1/27/25	\$540.50	\$540.50	\$0.00	\$0.00	\$0.00	\$540.50	\$0.00	\$0.00	\$0.00 **
1-2021 AA2 PH3B	12/16/24	WIRE	1/27/25	\$1,471.00	\$1,471.00	\$0.00	\$0.00	\$0.00	\$1,471.00	\$0.00	\$0.00	\$0.00
2-2023 AA2 PH3C	12/16/24	WIRE	1/27/25	\$73,440.99	\$73,440.99	\$0.00	\$0.00	\$0.00	\$0.00	\$73,440.99	\$0.00	\$0.00
2-2023 AA3 PH3	12/16/24	WIRE	1/27/25	\$119,449.65	\$119,449.65	\$0.00	\$0.00	\$0.00	\$0.00	\$119,449.65	\$0.00	\$0.00
1-2024	12/16/24	WIRE	1/27/25	\$484,596.70	\$484,596.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$484,596.70	\$0.00
3-2023 AA2 PH3C	12/31/24	WIRE	2/6/25	\$26,657.05	\$26,657.05	\$0.00	\$0.00	\$0.00	\$0.00	\$26,657.05	\$0.00	\$0.00
3-2023 AA3 PH3	12/31/24	WIRE	2/6/25	\$119,379.11	\$119,379.11	\$0.00	\$0.00	\$0.00	\$0.00	\$119,379.11	\$0.00	\$0.00 **
1-2021 AA3 PH1	1/22/25	WIRE	2/6/25	\$1,378.00	\$1,378.00	\$0.00	\$0.00	\$1,378.00	\$0.00	\$0.00	\$0.00	\$0.00 **
1-2021 AA3 PH2	1/22/25	WIRE	2/6/25	\$866.00	\$866.00	\$0.00	\$0.00	\$0.00	\$866.00	\$0.00	\$0.00	\$0.00
2-2021 AA2 PH3B	1/22/25	WIRE	2/6/25	\$726.71	\$726.71	\$0.00	\$0.00	\$0.00	\$726.71	\$0.00	\$0.00	\$0.00
4-2023 AA2 PH3C	1/22/25	WIRE	1/27/25	\$35,978.58	\$35,978.58	\$0.00	\$0.00	\$0.00	\$0.00	\$35,978.58	\$0.00	\$0.00
4-2023 AA3 PH3	1/22/25	WIRE	1/27/25	\$9,141.90	\$9,141.90	\$0.00	\$0.00	\$0.00	\$0.00	\$9,141.90	\$0.00	\$0.00
2-2024	1/22/25	WIRE	2/6/25	\$35,696.98	\$35,696.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,696.98	\$0.00 ***
5-2023 AA2 PH3C	2/14/25	WIRE	3/19/25	\$38,177.00	\$38,177.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,177.00	\$0.00	\$0.00
5-2023 AA3 PH3	2/14/25	WIRE	3/19/25	\$5,333.75	\$5,333.75	\$0.00	\$0.00	\$0.00	\$0.00	\$5,333.75	\$0.00	\$0.00
3-2024	2/14/25	WIRE	3/19/25	\$1,141,256.50	\$1,141,256.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,141,256.50	\$0.00
2-2021 AA3 PH2	3/15/25	WIRE	4/1/25	\$6,587.69	\$6,587.69	\$0.00	\$0.00	\$0.00	\$6,587.69	\$0.00	\$0.00	\$0.00
3-2021 AA2 PH3B	3/17/25	WIRE	4/3/25	\$852.50	\$852.50	\$0.00	\$0.00	\$0.00	\$852.50	\$0.00	\$0.00	\$0.00
6-2023 AA3 PH3	3/17/25	WIRE	4/3/25	\$17,557.50	\$17,557.50	\$0.00	\$0.00	\$0.00	\$0.00	\$17,557.50	\$0.00	\$0.00
4-2024	3/17/25	WIRE	4/3/25	\$712,322.40	\$712,322.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$712,322.40	\$0.00
6-2023 AA2 PH3C	3/18/25	WIRE	4/3/25	\$96,058.75	\$96,058.75	\$0.00	\$0.00	\$0.00	\$0.00	\$96,058.75	\$0.00	\$0.00
Due to Developer				\$3,556,833.31	\$3,556,833.31	\$0.00	\$0.00	\$1,378.00	\$12,459.40	\$1,169,123.33	\$2,373,872.58	\$0.00

* Chart does not reflect funding requests prior to 10/1/24

** Contains FY24 expenses

***Contains partial FY24 expense

E.

Six Mile Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments	\$	1,642,634.68	\$	429,702.13	\$	226,689.26	\$	463,584.86	\$	739,751.68	\$	437,200.00	\$	609,290.52	\$	158,612.25	\$	490,278.11	\$	5,197,743.49
Net Assessments	\$	1,544,076.60	\$	403,920.00	\$	213,087.90	\$	435,769.77	\$	695,366.58	\$	410,968.00	\$	572,733.09	\$	149,095.52	\$	460,861.42	\$	4,885,878.88

TAX ROLL ASSESSMENTS																
							31.60%	8.27%	4.36%	8.92%	14.23%	8.41%	11.72%	3.05%	9.43%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/ Penalty	Interest	Net Receipts	O&M General Fund	O&M Reverie Fund	2015 Debt Service	2016A Debt Service	2017A Debt Service	2020 Debt Service	2021 AA3 PH1 Debt Service	2021 AA3 PH2 Debt Service	2021 AA2 PH3B Debt Service	Total
11/5/24	1	\$30,799.67	\$572.59	\$2,169.93	\$0.00	\$28,057.15	\$8,866.86	\$2,319.51	\$1,223.66	\$2,502.41	\$3,993.14	\$2,359.98	\$3,288.92	\$856.18	\$2,646.50	\$28,057.16
11/15/24	2	\$118,245.91	\$2,270.32	\$4,729.82	\$0.00	\$111,245.77	\$35,156.83	\$9,196.79	\$4,851.76	\$9,921.97	\$15,832.69	\$9,357.26	\$13,040.47	\$3,394.73	\$10,493.28	\$111,245.78
11/19/24	3	\$308,782.00	\$5,928.62	\$12,351.23	\$0.00	\$290,502.15	\$91,806.94	\$24,016.07	\$12,669.67	\$25,909.78	\$41,344.76	\$24,435.13	\$34,053.28	\$8,864.85	\$27,401.67	\$290,502.15
12/06/24	4	\$403,906.48	\$7,755.32	\$16,140.55	\$0.00	\$380,010.61	\$120,094.15	\$31,415.82	\$16,573.41	\$33,893.01	\$54,083.76	\$31,963.99	\$44,545.65	\$11,596.25	\$35,844.57	\$380,010.61
12/18/24	5	\$484,614.70	\$9,304.61	\$19,384.38	\$0.00	\$455,925.71	\$144,085.48	\$37,691.79	\$19,884.29	\$40,663.85	\$64,888.12	\$38,349.47	\$53,444.58	\$13,912.85	\$43,005.28	\$455,925.71
01/09/25	6	\$2,764,789.43	\$53,083.97	\$110,591.16	\$0.00	\$2,601,114.30	\$822,026.05	\$215,036.46	\$113,442.43	\$231,992.44	\$370,195.00	\$218,788.63	\$304,908.14	\$79,374.56	\$245,350.58	\$2,601,114.29
01/13/25	INT	\$0.00	\$0.00	\$0.00	\$10,554.93	\$10,554.93	\$3,335.66	\$872.59	\$460.33	\$941.39	\$1,502.20	\$887.81	\$1,237.27	\$322.09	\$995.60	\$10,554.94
02/20/25	7	\$905,221.91	\$17,597.41	\$25,351.53	\$0.00	\$862,272.97	\$272,502.77	\$71,284.88	\$37,606.32	\$76,905.81	\$122,720.15	\$72,528.73	\$101,077.47	\$26,312.78	\$81,334.06	\$862,272.97
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2007

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 53	\$ 53
Total Revenues	\$ -	\$ -	\$ 53	\$ 53
Expenditures:				
Series 2007				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 53	
Fund Balance - Beginning	\$ -		\$ 2,376	
Fund Balance - Ending	\$ -		\$ 2,430	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2016A

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Miscellaneous Income	\$ -	\$ -	\$ 195,132	\$ 195,132
Interest	-	-	796	796
Total Revenues	\$ -	\$ -	\$ 195,928	\$ 195,928
Expenditures:				
Series 2016A				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 195,928	
Fund Balance - Beginning	\$ -		\$ 3,205	
Fund Balance - Ending	\$ -		\$ 199,133	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2016B

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 0	\$ 0
Total Revenues	\$ -	\$ -	\$ 0	\$ 0
Expenditures:				
Series 2016B				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 0	
Fund Balance - Beginning	\$ -		\$ 4	
Fund Balance - Ending	\$ -		\$ 4	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2017A

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 22	\$ 22
Total Revenues	\$ -	\$ -	\$ 22	\$ 22
Expenditures:				
Series 2017A				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 22	
Fund Balance - Beginning	\$ -		\$ 2,941	
Fund Balance - Ending	\$ -		\$ 2,963	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Developer Contributions	\$ -	\$ -	\$ -	\$ -
Interest	-	-	582	582
Total Revenues	\$ -	\$ -	\$ 582	\$ 582
Expenditures:				
Series 2020				
Capital Outlay	\$ -	\$ -	\$ 206,094	\$ (206,094)
Total Expenditures	\$ -	\$ -	\$ 206,094	\$ (206,094)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 205,300	\$ (205,300)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 205,300	\$ (205,300)
Excess Revenues (Expenditures)	\$ -		\$ (212)	
Fund Balance - Beginning	\$ -		\$ 212	
Fund Balance - Ending	\$ -		\$ 0	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2021 AA3 PH1

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 244	\$ 244
Total Revenues	\$ -	\$ -	\$ 244	\$ 244
Expenditures:				
Series 2021 AA3 PH1				
Capital Outlay	\$ -	\$ -	\$ 283,061	\$ (283,061)
Total Expenditures	\$ -	\$ -	\$ 283,061	\$ (283,061)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 282,613	\$ (282,613)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 282,613	\$ (282,613)
Excess Revenues (Expenditures)	\$ -		\$ (204)	
Fund Balance - Beginning	\$ -		\$ 204	
Fund Balance - Ending	\$ -		\$ 0	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2021 AA3 PH2

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Developer Contributions	\$ -	\$ -	\$ 7,454	\$ 7,454
Interest	-	-	13	13
Total Revenues	\$ -	\$ -	\$ 7,467	\$ 7,467
Expenditures:				
Series 2021 AA3 PH2				
Capital Outlay	\$ -	\$ -	\$ 7,454	\$ (7,454)
Total Expenditures	\$ -	\$ -	\$ 7,454	\$ (7,454)
Excess Revenues (Expenditures)	\$ -		\$ 13	
Fund Balance - Beginning	\$ -		\$ (229,943)	
Fund Balance - Ending	\$ -		\$ (229,930)	

Six Mile Creek

Community Development District

Capital Projects Fund - Series 2021 AA2 PH3B

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Developer Contributions	\$ -	\$ -	\$ 3,050	\$ 3,050
Interest	-	-	198	198
Total Revenues	\$ -	\$ -	\$ 3,248	\$ 3,248
Expenditures:				
Series 2021 AA2 PH3B				
Capital Outlay	\$ -	\$ -	\$ 233,488	\$ (233,488)
Total Expenditures	\$ -	\$ -	\$ 233,488	\$ (233,488)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 230,438	\$ (230,438)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 230,438	\$ (230,438)
Excess Revenues (Expenditures)	\$ -		\$ 198	
Fund Balance - Beginning	\$ -		\$ (498,587)	
Fund Balance - Ending	\$ -		\$ (498,389)	

Six Mile Creek

Community Development District Capital Projects Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Developer Contributions	\$ -	\$ -	\$ 1,114,058	\$ 1,114,058
Interest	-	-	13	13
Total Revenues	\$ -	\$ -	\$ 1,114,071	\$ 1,114,071
Expenditures:				
Series 2023				
Capital Outlay - AA2 PH3C	\$ -	\$ -	\$ 786,951	\$ (786,951)
Capital Outlay - AA3 PH3	-	-	327,107	(327,107)
Total Expenditures	\$ -	\$ -	\$ 1,114,058	\$ (1,114,058)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 13	
Fund Balance - Beginning	\$ -		\$ (372,820)	
Fund Balance - Ending	\$ -		\$ (372,807)	

Six Mile Creek

Community Development District Capital Projects Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/25	Thru 03/31/25	Variance
Revenues:				
Bond Proceeds	\$ -	\$ -	\$ 5,430,524	\$ 5,430,524
Developer Contributions	-	-	2,373,873	2,373,873
Interest	-	-	14,942	14,942
Total Revenues	\$ -	\$ -	\$ 7,819,338	\$ 7,819,338
Expenditures:				
Series 2024				
Capital Outlay	\$ -	\$ -	\$ 3,098,964	\$ (3,098,964)
Capital Outlay - Cost of Issuance	-	-	320,748	(320,748)
Total Expenditures	\$ -	\$ -	\$ 3,419,712	\$ (3,419,712)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (105)	\$ 105
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (105)	\$ 105
Excess Revenues (Expenditures)	\$ -		\$ 4,399,521	
Fund Balance - Beginning	\$ -		\$ (4,399,087)	
Fund Balance - Ending	\$ -		\$ 434	

Six Mile Creek
Community Development District

Capital Improvement Revenue Bonds, Series 2016A

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
TOTAL				\$ -
Fiscal Year 2025				
10/1/24		Interest		\$ 3.35
11/1/24		Interest		0.05
11/1/24	St. Johns Cty Board Commissioners		Check #626645 Utility Reimbursement	50,411.36
12/2/24		Interest		188.23
1/2/25		Interest		188.21
2/3/25		Interest		183.17
2/25/25	St. Johns Cty Board Commissioners		Check #628993 Utility Reimbursement	144,720.53
3/3/25		Interest		233.36
TOTAL				\$ 195,928.26
Acquisition/Construction Fund at 9/30/24				\$ 7.91
Interest Earned thru 03/31/25				195,928.26
Requisitions Paid thru 03/31/25				-
Remaining Acquisition/Construction Fund				\$ 195,936.17

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2016B

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
TOTAL				\$ -
Fiscal Year 2025				
10/2/24		Interest		\$ 0.02
11/1/24		Interest		0.02
12/2/24		Interest		0.01
1/2/25		Interest		0.01
2/3/25		Interest		0.01
3/3/25		Interest		0.01
TOTAL				\$ 0.08
Acquisition/Construction Fund at 9/30/24				\$ 3.81
Interest Earned thru 03/31/25				0.08
Requisitions Paid thru 03/31/25				-
Remaining Acquisition/Construction Fund				\$ 3.89

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2017A

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
TOTAL				\$ -
Fiscal Year 2025				
10/2/24		Interest		\$ -
11/1/24		Interest		-
12/2/24		Interest		-
1/2/25		Interest		-
2/3/25		Interest		-
3/3/25		Interest		-
TOTAL				\$ -
Acquisition/Construction Fund at 9/30/24				\$ 0.23
Interest Earned thru 03/31/25				-
Requisitions Paid thru 03/31/25				-
Remaining Acquisition/Construction Fund				\$ 0.23

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2017NW

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
TOTAL				\$ -
Fiscal Year 2025				
10/1/24		Interest		\$ 4.07
11/1/24		Interest		3.97
12/2/24		Interest		3.71
1/2/25		Interest		3.71
2/3/25		Interest		3.61
3/3/25		Interest		3.27
TOTAL				\$ 22.34
Acquisition/Construction Fund at 9/30/24				\$ 984.63
Interest Earned thru 03/31/25				22.34
Requisitions Paid thru 03/31/25				-
Remaining Acquisition/Construction Fund				\$ 1,006.97

**Six Mile Creek
Community Development District**

Capital Improvement Revenue and Refunding Bonds, Series 2020

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
12/20/24	171	Six Mile Investment Group, LLC	Reimbursement for Deficit Funding	\$ 206,093.51
TOTAL				\$ 206,093.51
Fiscal Year 2025				
10/2/24		Interest		\$ 0.88
11/1/24		Interest		0.85
11/27/24		Transfer from Reserve		205,300.00
12/2/24		Interest		101.67
12/20/24		Interest		478.49
1/2/25		Interest		-
2/3/25		Interest		-
3/3/25		Interest		-
TOTAL				\$ 205,881.89
Acquisition/Construction Fund at 9/30/24				\$ 211.62
Interest Earned thru 03/31/25				205,881.89
Requisitions Paid thru 03/31/25				(206,093.51)
Remaining Acquisition/Construction Fund				\$ -

Six Mile Creek
Community Development District

Capital Improvement Revenue Bonds, Series 2021 AA3 PH1

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
12/20/24	201	Six Mile Investment Group, LLC	Reimbursement for Deficit Funding	\$ 283,060.56
2/6/25	202	Adkins Electric Inc.	Inv #1099 - Installation & Wiring of Rain Bird Pump - Jun.23	1,378.00
TOTAL				\$ 284,438.56
Fiscal Year 2025				
10/1/24		Interest		\$ 0.84
11/1/24		Interest		0.82
12/2/24		Interest		0.77
12/13/24		Transfer from Reserve		282,612.50
12/20/24		Interest		241.57
1/2/25		Interest		-
2/3/25		Interest		-
2/6/25		Wire	SMCIG FY25 Funding Request #1-2021	1,378.00
3/3/25		Interest		-
TOTAL				\$ 284,234.50
Acquisition/Construction Fund at 9/30/24				\$ 204.06
Interest Earned thru 03/31/25				284,234.50
Requisitions Paid thru 03/31/25				(284,438.56)
Remaining Acquisition/Construction Fund				\$ -

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2021 AA3 PH2

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
10/15/24	90	Kutak Rock, LLP	Invoice #3453279-18323-2 - Project Construction - July 2024	\$ 164.50
1/27/25	91	Kutak Rock, LLP	Invoice #3480055-18323-2 - Project Construction - August 2024	188.00
1/27/25	92	Kutak Rock, LLP	Invoice #3496010-18323-2 - Project Construction - September 2024	352.50
2/6/25	93	Kutak Rock, LLP	Invoice #3512050-18323-2 - Project Construction - Oct./Nov. 2024	866.00
TOTAL				\$ 1,571.00
Fiscal Year 2025				
10/2/24		Interest		\$ 2.34
10/15/24		Wire	SMCIG FY24 Funding Request #10-2021	164.50
11/1/24		Interest		2.29
12/2/24		Interest		2.13
1/2/25		Interest		2.13
1/27/25		Wire	SMCIG FY24 Funding Request #11-2021	540.50
2/3/25		Interest		2.07
2/6/25		Wire	SMCIG FY25 Funding Request #1-2021	866.00
3/3/25		Interest		1.88
TOTAL				\$ 1,583.84
Acquisition/Construction Fund at 9/30/24				\$ 566.50
Interest Earned thru 03/31/25				1,583.84
Requisitions Paid thru 03/31/25				(1,571.00)
Remaining Acquisition/Construction Fund				\$ 579.34

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2021 AA2 PH3B

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
11/19/24	171	England-Thims & Miller	Invoice #215971 - Master Site Planning (WA#51) - Sept.24	\$ 1,415.00
1/27/25	172	England-Thims & Miller	Invoice #216447 - Master Site Planning (WA#51) - Oct.24	670.00
1/27/25	173	England-Thims & Miller	Invoice #217027 - Master Site Planning (WA#51) - Nov.24	801.00
12/20/24	174	Six Mile Investment Group, LLC	Reimbursement for Deficit Funding	230,437.50
2/6/25	175	England-Thims & Miller	Invoice #217490 - Master Site Planning (WA#51) - Dec.24	726.71
TOTAL				\$ 234,050.21
Fiscal Year 2025				
10/2/24		Interest		\$ 0.02
11/1/24		Interest		0.02
11/19/24		Wire	SMCIG FY24 Funding Request #10-2021	1,415.00
12/2/24		Interest		0.02
12/13/24		Transfer from Reserve		230,437.50
1/2/25		Interest		196.60
1/27/25		Wire	SMCIG FY25 Funding Request #1-2021	1,471.00
2/3/25		Interest		0.71
2/6/25		Wire	SMCIG FY25 Funding Request #2-2021	726.71
3/3/25		Wire		0.66
TOTAL				\$ 234,248.24
Acquisition/Construction Fund at 9/30/24				\$ 5.23
Interest Earned thru 03/31/25				234,248.24
Requisitions Paid thru 03/31/25				(234,050.21)
Remaining Acquisition/Construction Fund				\$ 203.26

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2023 AA2 PH3C

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
10/15/24	83	Jax Utilities Management	Application #16 - Trailmark East Parcel Phase 3 - Aug.24	\$ 1,330,220.88
10/15/24	84	England-Thims & Miller, Inc.	Invoice #215457 - Trailmark East Parcel PH3 CEI (WA#73) - Aug.24	8,662.25
10/15/24	85	American Precast Structures, LLC	Invs #9448/9449/9780 - Direct Purchase of Materials - Jun/Jul.24	16,740.00
10/15/24	86	ECS Florida, LLC	Invoice #1203027 - Pacetti Road Mast Arm Geotechnical Services - Aug.24	500.00
10/15/24	87	Ferguson Enterprises, LLC	Invs #2097383/2104356/2104462 - Direct Purchase of Materials - Jul/Aug.24	24,396.00
10/15/24	88	Jax Utilities Management	Application #17 - Trailmark East Parcel Phase 3 - Sept.24	286,391.75
11/19/24	89	England-Thims & Miller, Inc.	Invoice #215977 - Trailmark East Parcel PH3 CEI (WA#73) - Sept.24	9,836.40
11/19/24	90	Ferguson Enterprises, LLC	Invs #2116359 - Direct Purchase of Materials - Oct.24	391.00
11/19/24	91	Jax Utilities Management	Application #18 - Trailmark East Parcel Phase 3 - Oct.24	516,247.93
1/27/25	92	England-Thims & Miller, Inc.	Invoice #216453 - Trailmark East Parcel PH3 CEI (WA#73) - Oct.24	12,522.99
1/27/25	93	Jax Utilities Management	Application #19 - Trailmark East Parcel Phase 3 - Nov.24	56,624.75
1/27/25	94	Ferguson Enterprises, LLC	Invoice #2122257 - Direct Purchase of Materials - Nov.24	34.00
1/27/25	95	England-Thims & Miller, Inc.	Invoice #216453 - Trailmark East Parcel PH3 CEI (WA#73) - Nov.24	4,259.25
2/6/25	96	Onsight Industries, LLC	Invoice #425618 - Trailmark East Parcel PH3 Street Signage- Dec.24	16,587.05
2/6/25	97	Jax Utilities Management	Application #20 - Trailmark East Parcel Phase 3 - Dec.24	10,070.00
1/27/25	98	SES Environmental Resource	Invoice #40770 - Trailmark East Parcel PH3 Haul Road Restoration - Dec.24	26,200.00
1/27/25	99	England-Thims & Miller, Inc.	Invoice #217495 - Trailmark East Parcel PH3 CEI (WA#73) - Dec.24	9,778.58
3/19/25	100	Jax Utilities Management	Application #21 - Trailmark East Parcel Phase 3 - Jan.25	32,300.00
3/19/25	101	England-Thims & Miller, Inc.	Invoice #217968 - Trailmark East Parcel PH3 CEI (WA#73) - Jan.25	5,877.00
TOTAL				\$ 2,367,639.83
Fiscal Year 2025				
10/2/24		Interest		\$ 2.35
10/15/24		Wire	SMCIG FY24 Funding Request #6-2023 AA2 PH3C	1,356,123.13
10/15/24		Wire	SMCIG FY24 Funding Request #7-2023 AA2 PH3C	310,787.75
11/1/24		Interest		2.30
11/19/24		Wire	SMCIG FY25 Funding Request #1-2023 AA2 PH3C	526,475.33
12/2/24		Interest		2.14
1/2/25		Interest		2.14
1/27/25		Wire	SMCIG FY25 Funding Request #2-2023 AA2 PH3C	73,440.99
1/27/25		Wire	SMCIG FY25 Funding Request #4-2023 AA2 PH3C	35,978.58
2/3/25		Interest		2.08
2/6/25		Wire	SMCIG FY25 Funding Request #3-2023 AA2 PH3C	26,657.05
3/3/25		Interest		1.89
3/19/25		Wire	SMCIG FY25 Funding Request #5-2023 AA2 PH3C	38,177.00
TOTAL				\$ 2,367,652.73
Acquisition/Construction Fund at 9/30/24				\$ 569.16
Interest Earned thru 03/31/25				2,367,652.73
Requisitions Paid thru 03/31/25				(2,367,639.83)
Remaining Acquisition/Construction Fund				\$ 582.06

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2023 AA3 PH3

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
10/15/24	72A	Onsight Industries, LLC	Invoice #416216 - Trailmark Phase 12 Mailboxes - Jul.24	\$ 1,450.00
10/15/24	73A	Jax Utilities Management, Inc.	Application #18 - Trailmark Phase 12 - Aug.24	52,454.25
10/15/24	74A	England-Thims & Miller, Inc.	Invoice #215490 - Trailmark Phase 12 CEI (WA#70) - Aug.24	15,530.66
10/15/24	75A	Tree Amigos Outdoor Services, Inc.	Application #2 - Trailmark Phase 12 Lift Station - Sept.24	6,152.00
10/15/24	76A	England-Thims & Miller, Inc.	Inv #215525 - Trailmark Dr at Pacetti Rd - Traffic Signal Design (WA#79) - Aug.24	10,720.00
10/15/24	77A	Jax Utilities Management, Inc.	Application #19 - Trailmark Phase 12 - Sept.24	30,255.60
10/15/24	78A	BrightView Landscape Services, Inc.	Invoice #9096206 - Trailmark Dr Landscape Services - Sept.24	6,043.55
11/19/24	79A	England-Thims & Miller, Inc.	Invoices #215989 & 216007 - Trailmark Phase 12 (WA#70 & WA#79) - Sept.24	28,475.72
11/19/24	80A	Jax Utilities Management, Inc.	Application #20 - Trailmark Phase 12 - Oct.24	72,998.00
1/27/25	81A	England-Thims & Miller, Inc.	Invoice #216486 - Trailmark Phase 12 CEI (WA#70) - Oct.24	9,684.65
1/27/25	82A	Jax Utilities Management, Inc.	Application #21 - Trailmark Phase 12 - Nov.24	88,093.50
1/27/25	83A	England-Thims & Miller, Inc.	Invoices #217112 & 217408 - CEI (WA#70) & Traffic Signal (WA#79) - Nov.24	21,671.50
2/6/25	84A	BrightView Landscape Services, Inc.	Invoice #9073900 - Trailmark Drive Enhancements/Golden Rod A-1 - Sept.24	16,752.76
2/6/25	85A	BrightView Landscape Services, Inc.	Inv #22539664 - Bird Watch Ct/Farmfield cut through Plant Enhancement - Dec.24	98,446.35
2/6/25	86A	Jax Utilities Management, Inc.	Application #22 - Trailmark Phase 12 - Dec.24	4,180.00
1/27/25	87A	England-Thims & Miller, Inc.	Invoices #217515 & 217853 - CEI (WA#70) & Traffic Signal (WA#79) - Dec.24	9,141.90
3/19/25	88A	Jax Utilities Management, Inc.	Application #23 - Trailmark Phase 12 - Jan.25	3,325.00
3/19/25	89A	England-Thims & Miller, Inc.	Invoice #217990 - Trailmark Phase 12 CEI (WA#70) - Jan.25	2,008.75
TOTAL				\$ 477,384.19
Fiscal Year 2025				
10/2/24		Interest		\$ 0.02
10/15/24		Wire	SMCIG FY24 Funding Request #13-2023 AA2 PH3	69,434.91
10/15/24		Wire	SMCIG FY24 Funding Request #14-2023 AA2 PH3	53,171.15
11/1/24		Interest		0.02
11/19/24		Wire	SMCIG FY25 Funding Request #1-2023 AA2 PH3	101,473.72
12/2/24		Interest		0.02
1/2/25		Interest		0.02
1/27/25		Wire	SMCIG FY25 Funding Request #2-2023 AA2 PH3	119,449.65
1/27/25		Wire	SMCIG FY25 Funding Request #4-2023 AA2 PH3	9,141.90
2/3/25		Interest		0.02
2/6/25		Wire	SMCIG FY25 Funding Request #3-2023 AA2 PH3	119,379.11
3/3/25		Interest		0.02
3/19/25		Wire	SMCIG FY25 Funding Request #5-2023 AA2 PH3	5,333.75
TOTAL				\$ 477,384.31
Acquisition/Construction Fund at 9/30/24				\$ 4.85
Interest Earned thru 03/31/25				477,384.31
Requisitions Paid thru 03/31/25				(477,384.19)
Remaining Acquisition/Construction Fund				\$ 4.97

**Six Mile Creek
Community Development District**

Capital Improvement Revenue Bonds, Series 2024

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
10/31/24	1	Six Mile Creek Investment Group	Reimbursement of JUM Application Payments	\$ 2,541,725.76
10/31/24	2	Onsight Industries, LLC	Invoice #421873 - Trailmark Mailboxes - Oct.24	1,775.00
10/31/24	3	Onsight Industries, LLC	Invoice #42005 - Trailmark Street Signage - Sept.24	5,111.60
10/31/24	4	Tree Amigos Outdoor Services	Invoice #202712 - Trailmark Landscaping Services - Sept.24	21,750.00
10/31/24	5	BrightView Landscape Services, Inc.	Invoice #9091313 - Goldenrod Enhancements A1-A7 - Sept.24	79,324.21
10/31/24	6	Clary & Associates	Invoice #2024-428 - Phase 13 Maps & Descriptions - Jul.24	1,500.00
10/31/24	7	England-Thims & Miller, Inc.	Invs #215456 & 215976 - Phase 13 CEI - Aug/Sept.24	14,795.17
10/31/24	8	Jax Utilities Management, Inc.	Applications #7 & 8 - Trailmark Phase 13 - Aug/Sept.24	1,887,070.64
11/7/24	9	Jax Utilities Management, Inc.	Applications #9 - Trailmark Phase 13 - Oct.24	529,098.48
12/18/24	10	England-Thims & Miller, Inc.	Invoice #216452 - Phase 13 CEI (WA#80) - Oct.24	9,268.47
12/18/24	11	Ferguson Enterprises, LLC	Direct Purchases/Returns of Materials	4,466.60
12/18/24	12	Jax Utilities Management, Inc.	Application #10 - Trailmark Phase 13 (Partial Payment) - Nov.24	192,825.42
1/27/25	12	Jax Utilities Management, Inc.	Application #10 - Trailmark Phase 13 (Partial Payment) - Jan.25	474,177.20
1/27/25	13	England-Thims & Miller, Inc.	Invoice #217039 - Phase 13 CEI (WA#80) - Nov.24	10,419.50
2/6/25	14	Six Mile Creek CDD	Reimbursement of Reverie Fund	25,760.00
2/6/25	15	England-Thims & Miller, Inc.	Invoice #217548 - Phase 13 CEI (WA#80) - Dec.24	9,827.48
2/6/25	16	England-Thims & Miller, Inc.	Invoice #217551 0 Public Facilities Report (WA#83) - Dec.24	109.50
3/19/25	17	Onsight Industries, LLC	Invoice #427281 - Trailmark Street Signage - Jan.25	4,183.50
3/19/25	18	Ferguson Enterprises, LLC	Invoice #2075951 - Direct Purchase of Materials - Jan.25	27,016.00
3/19/25	19	Jax Utilities Management, Inc.	Applications #11 - Trailmark Phase 13 - Dec.24	601,213.20
3/19/25	20	Jax Utilities Management, Inc.	Applications #12 - Trailmark Phase 13 - Jan.25	497,469.40
3/19/25	21	England-Thims & Miller, Inc.	Invoice #218012 - Phase 13 CEI (WA#80) - Jan.25	11,374.40
TOTAL				\$ 6,950,261.53
Fiscal Year 2025				
11/1/24		Interest		\$ 13,323.82
11/1/24		Deposit	Richmond American Homes - Reimbursement	138,773.00
11/1/24		Deposit	Carlton Constructon - Reimbursement	25,760.00
12/2/24		Interest		1,178.36
1/2/25		Interest		431.22
1/27/25		Wire	SMCIG FY25 Funding Request #1-2024	484,596.70
2/3/25		Interest		1.50
2/6/25		Wire	SMCIG FY25 Funding Request #2-2024	35,696.98
3/3/25		Interest		1.41
3/19/25		Wire	SMCIG FY25 Funding Request #3-2024	1,141,256.50
TOTAL				\$ 1,841,019.49
Acquisition/Construction Fund at 10/11/24				\$ 5,109,676.17
Interest Earned thru 03/31/25				1,841,019.49
Requisitions Paid thru 03/31/25				(6,950,261.53)
Remaining Acquisition/Construction Fund				\$ 434.13

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