

*Sandmine Road
Community Development District*

Agenda

January 21, 2021

AGENDA

Sandmine Road Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 18, 2021

**Board of Supervisors
Sandmine Road
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Sandmine Road Community Development District** will be held **Thursday, January 21, 2021 at 2:00 PM at 2227 Lelani Circle, Davenport, Florida 33897**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the October 15, 2020 Meeting
4. Consideration Items
 - A. Contract Agreement with the Polk County Property Appraiser
 - B. Data Sharing and Usage Agreement with the Polk County Property Appraiser
 - C. Cost Share Agreement with the Windsor Island Resort HOA, Inc. for Irrigation Services
 - D. Access and Maintenance Agreement with the Windsor Island Resort HOA, Inc.
 - E. Special Warranty Deed Conveying Property to the Windsor Island Resort HOA, Inc.
5. Ratification of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2020
6. Ratification of Requisition #4
7. Review of Maintenance Responsibilities Map
8. Discussion of E-Verify Requirements for Special Districts
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
10. Other Business
11. Supervisors Requests
12. Adjournment

The second order of business of the Board of Supervisors is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is approval of the minutes of the October 15, 2020 Board of Supervisors Meeting. The minutes are enclosed for your review.

The fourth order of business is consideration items. Section B is contract agreement with the PCPA. A copy of the agreement is enclosed for your review. Section C is data sharing and usage

agreement with the PCPA. A copy of the agreement is enclosed for your review. Section C is consideration of Cost Share Agreement with the Windsor Island Resort HOA, Inc. for Irrigation Services. A copy of the agreement is enclosed for your review. Section D is consideration of Access and Maintenance Agreement with the Windsor Island Resort HOA, Inc. A copy of the agreement is enclosed for your review. Section E is consideration of special warranty Deed Conveying Property to the Windsor Island Resort HOA, Inc. A copy of the deed is enclosed for your review.

The fifth order of business is ratification of agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2020. A copy of the agreement is enclosed for your review.

The sixth order of business is ratification of requisition #4. A copy of the requisition is enclosed for your review.

The seventh order of business is review of maintenance responsibilities map. A copy of the map will be provided under separate cover.

The eighth order of business is discussion of E-Verify requirements for special districts. A memo is enclosed for your review.

The ninth order of business is staff reports. Section C is the District Manager's report. Section 1 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,



George S. Flint
District Manager

CC: Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
SANDMINE ROAD
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Sandmine Road Community Development District was held Thursday, October 15, 2020 at 2:00 p.m. via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69, 20-112, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, June 23, 2020, July 30, 2020, August 7, 2020, and September 30, 2020 respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Wesley Hunt	Chairman
Aaron Struckmeyer	Vice Chairman
Amy Steiger	Assistant Secretary
Chris Wrenn	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Tucker Mackie	District Counsel
Broc Althafer	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Four board members were present via Zoom teleconference constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint recognized that no public was present via Zoom, only Board members and staff were in attendance.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 17, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the September 17, 2020 Audit Committee Meeting

Mr. Flint asked if the Board had any comments or corrections to the September 17, 2020 Board or the September 17, 2020 Audit Committee Meeting minutes. The Board had no changes.

On MOTION by Mr. Hunt, seconded by Mr. Struckmeyer, with all in favor, Acceptance of the September 17, 2020 Board Meeting and Audit Committee meeting minutes, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-01 Budget Amendment

Mr. Flint noted that this is a budget amendment for Fiscal Year 2020 which just ended on September 30th. He noted the District is required to amend the budget within 60 days of the end of the fiscal year if total expenses exceed the total budget. He noted in this case the reason for the amendment is that the bonds were issued subsequent to the adoption of this budget so there was not a debt service fund included in the adopted budget. The amended budget adds the debt service fund for the Series 2020 bonds which starts on page 4 of the amended budget. Mr. Flint asked for questions on the amended 2020 budget. Hearing none, he asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Struckmeyer, with all in favor, Resolution 2021-01 Budget Amendment, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Acquisition of Phase 1 Improvements

Mr. Flint stated that District Counsel had been working with the District Engineer. He stated there are hopes to receive the not to exceed amount today on the acquisition, allowing the acquisition and the associated requisition to be processed between now and the next meeting.

Ms. Mackie asked the Board to recall at a prior meeting the approval of the requisition for the acquisition of certain Phase 1 infrastructure; consisting of the storm water, and the utility improvements including the reclaim system. She noted the items left in the Phase 1 improvements as identified in the Engineer's report that is associated with the CIP for the 2020 bonds are the acquisition of the landscape and hardscape improvements and the payment of impact fee credits. In addition to work product related documentation there is an amount built in for contingency.

The total amount of the Engineer's Report for Phase 1 improvements was approximately \$8.6 million. A requisition for approximately \$4.3 million had already been approved. A portion of that was still being held on to until such time as retainage associated with the previous

improvements that were acquired is released to the contractor. Ms. Mackie noted that about \$2.6 million remains in the acquisition and construction account. That leaves about \$2 million remaining to be applied towards any future requisition of improvements. The remainder as identified in the Engineer's report for the improvements (landscape, hardscape, impact fee credits) is about \$4.2 million. Based on the expectation of Ms. Mackie the next few requisitions, once approved by the Board today, will draw down on the remainder of the acquisition and construction funds. She noted that based on discussions with Brock (District Engineer) the landscape and hardscape is mostly done. Ongoing payments for impact fees will continue to occur and will continue to draw down on those amounts as they are paid by the developer.

Ms. Mackie suggested the Board to approve the acquisition of the remaining Phase 1 improvements consisting of landscape and hardscape improvements, roadway entry improvements, and impact fee credit improvements at a not to exceed amount of approximately \$4.3 million. She noted the District will only be able to remit back for actual payment the amount available on hand in the acquisition and construction account.

Mr. Flint asked for questions. He noted this gives ultimate flexibility up to the remaining amount reflected in the Engineer's report. Ms. Mackie asked for a motion to approve the acquisition of the remaining Phase 1 improvements at a not to exceed amount of \$4.3 million dollars, but in no event greater than the amount available on hand in the construction account.

On MOTION by Mr. Hunt, seconded by Mr. Struckmeyer, with all in favor, Acquisition of the Remaining Phase 1 Improvements at a not to exceed amount of \$4,300,000, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Series 2020 Requisition #3

Mr. Flint stated that requisition #3 is to be paid out of the acquisition a construction account. He reviewed the services provided by District Counsel as indicated in the attached invoice. He noted the total amount was \$2,993.57.

On MOTION by Mr. Hunt, seconded by Ms. Steiger, with all in favor, Series 2020 Requisition #3, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Series 2020 Requisition #4

Mr. Flint stated this will be processed in conjunction with the motion on the acquisition Phase 1 improvements. Ms. Mackie confirmed no action is needed at this time. The requisitions will be brought back for ratification on a future agenda.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. District Manager's Report.

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through September 30th. There was no action required.

NINTH ORDER OF BUSINESS

Other Business

Mr. Flint asked for any other comments.

TENTH ORDER OF BUSINESS

Supervisors Request

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESSES

Adjournment

Mr. Flint adjourned the meeting.

On MOTION by Mr. Hunt, seconded by Mr. Struckmeyer, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, December 07, 2020 by and between the Sandmine Road Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2021 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Sandmine Road Community Development District.
3. The term of this Agreement shall commence on January 1, 2021 or the date signed below, whichever is later, and shall run until December 31, 2021, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2021 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 16, 2021**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Wednesday, September 15, 2021**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2021 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2021 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Wednesday, September 15, 2021** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION B



Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
2021 Data Sharing and Usage Agreement

SANDMINE ROAD CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the **SANDMINE ROAD CDD**, hereinafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

The confidentiality of personal identifying and location information including: names, physical/mailling/street addresses, parcel ID, legal property description, subdivision/neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as **confidential information**, will be protected as follows:

1. The **agency** will not release **confidential information** that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential information** in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential information** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential information** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.

The term of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

SANDMINE ROAD CDD

Signature: 

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2020

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION C

**COST SHARE AGREEMENT BETWEEN THE SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT AND THE WINDSOR ISLAND RESORT
HOMEOWNERS ASSOCIATION, INC., FOR IRRIGATION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of January 2021 by and between:

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter, the "District"), and

WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter "Association" and, together with District, the "Parties").

RECITALS:

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners in and for Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, neighborhood infrastructure (water, sewer, landscaping and irrigation,), and stormwater management; and

WHEREAS, Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in the District; and

WHEREAS, the District has constructed an irrigation system which has mainline connections with meters and includes a certain irrigation water meter (the "Meter") identified in **Exhibit A**; and

WHEREAS, the water utility account (the "Account") is in the name of the District and the District pays the associated invoices; and

WHEREAS, the Meter irrigates landscaping improvements that are located on Association property (the "Association Acreage") as well as District property ("District Acreage"), the general acreages and locations of which are depicted in the attached **Exhibit B**; and

WHEREAS, Association has requested and the District has agreed to allow Association to irrigate the Association Acreage using the Meter owned by the District rather than requiring Association to install a separately metered water line; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits received by the property owners and residences within the District, the District and Association desire to enter into this Agreement to provide for the allocation of costs associated with the irrigation so that each party pays its respective share.

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

1. **Recitals.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **Cost Allocation.** Each party shall be responsible for its proportionate share of the utility costs on the Account. During the term of this Agreement, Association shall pay its proportionate share of the irrigation water usage costs incurred to the District based on the acreage irrigated by the Meter. Such share shall be 48.7% (forty eight and seven tenths of a percent) for the District Acreage and 51.3% (fifty one and three tenths of a percent) for the Association Acreage.

3. **Billing and Payment.** The Account is set up in the name of the District and utility bills associated with the Account will be sent to the District. Once the District receives a monthly bill on the Account, the District shall calculate the amount due from Association as set forth in Section 2 above and shall send an invoice to Association at the address listed in this Agreement. Association will then have thirty (30) days to submit payment to the District at the address listed in this Agreement. Failure of Association to make timely payment of its proportionate share shall constitute a default under Section 4 of this Agreement.

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

5. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, 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.

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

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

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

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

A. If to District: Sandmine Road
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

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

B. If to Association: Windsor Island Resort
Homeowners Association, Inc.
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

10. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and

conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

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

12. **Controlling Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties agree that venue shall be in Polk County, Florida.

13. **Effective Date and Term.** The Agreement shall be effective after execution by both Parties hereto and shall remain in effect unless terminated by either of the Parties hereto in accordance with the provisions of Section 14 of this Agreement.

14. **Termination.** The District shall have the right, but not the obligation, to terminate this agreement for default by Association if Association shall become more than ninety (90) days delinquent on its payment obligations as set forth above. In the event that the Association defaults, Association shall be responsible for paying all costs associated with the installation of a separate meter to which the Association Acreage shall be attached, as well as any costs incurred by the District under Sections 4 and 5 above. In addition, either party may terminate this Agreement without cause upon sixty (60) days' notice to the other. However, as a condition precedent to the Association being released from its obligations hereunder, the Association must cause the Association Acreage to be placed on a separate meter connected to an account in its own name and must pay for all expenses associated with such re-metering. The Association shall remain obligated by the terms and conditions of this Agreement until such time as the new meter and account is established and all payments due under this Agreement are made.

15. **Public Records.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), Florida Statutes, Association shall permit such records to be inspected and copied by any person desiring to do so. Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

16. **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.

17. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited

waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, 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 the Doctrine of Sovereign Immunity or by operation of law.

[Signatures Appear on Following Page]

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

Attest:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____
Its: _____

Attest:

**WINDSOR ISLAND RESORT
HOMEOWNERS ASSOCIATION, INC.**

By: _____
Its: _____

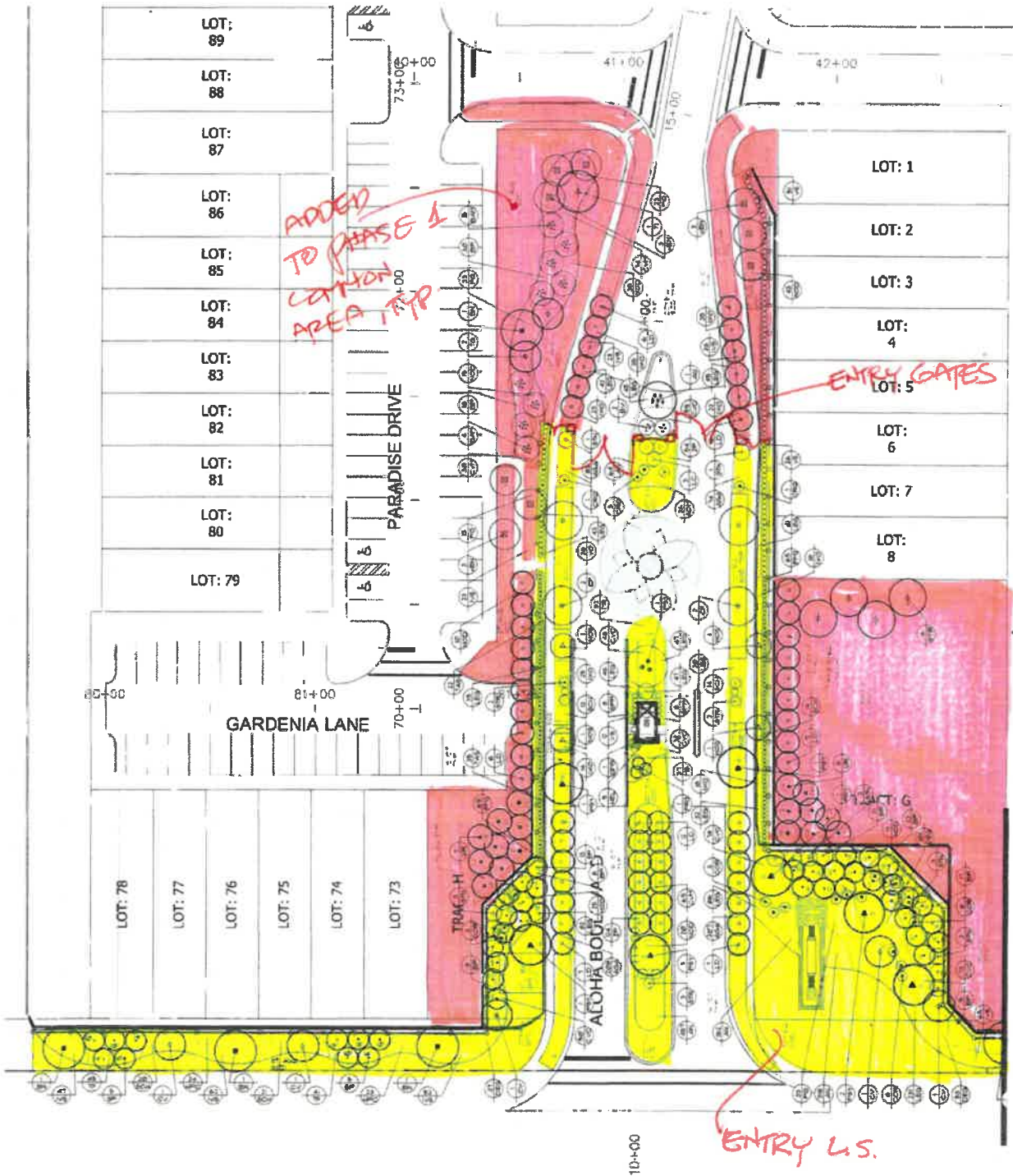
EXHIBIT A

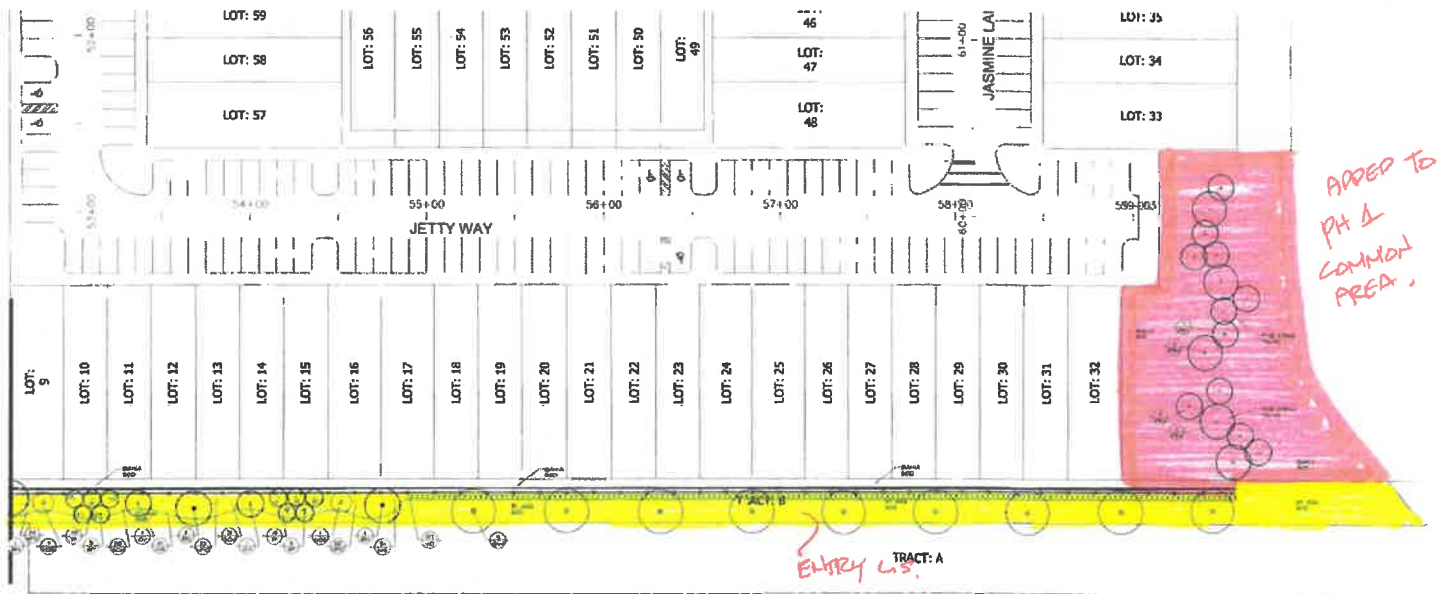
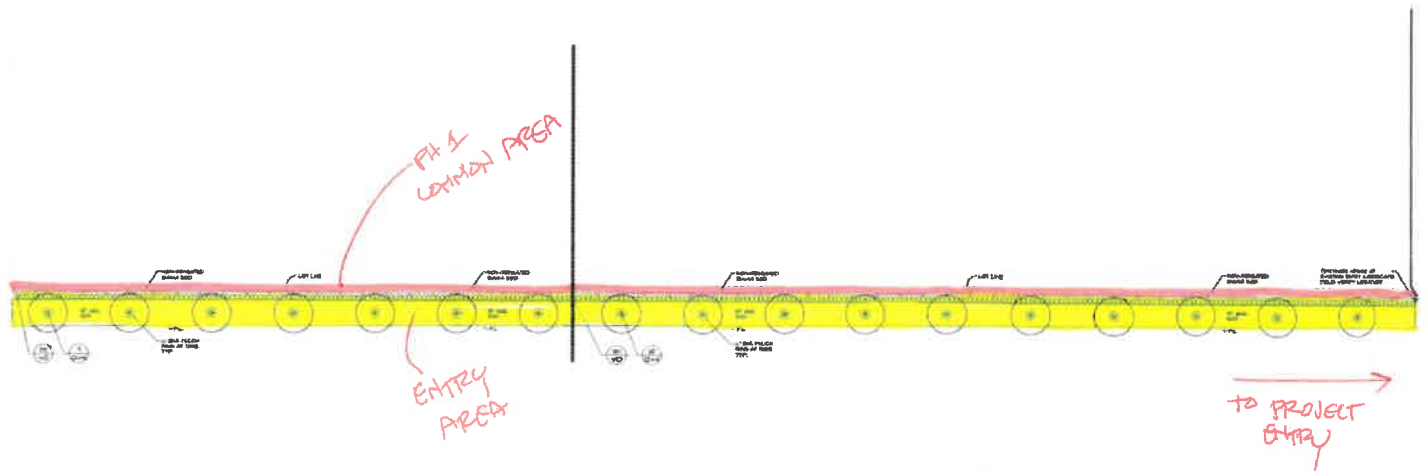
Meter Number	Area Irrigated
380779-206002	2.63 acres

EXHIBIT B Acreages

District-Maintained Acreage 1.28

Association-Maintained Acreage 1.35





SECTION D

Prepared By and Return To:
Tucker F. Mackie, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2021 by **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and **WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, with a mailing address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**HOA**”) (District and HOA are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of District; and

WHEREAS, for the benefit of landowners within the boundaries of the District, the District has adopted an improvement plan that includes the District owning and maintaining certain stormwater management facilities within District; and

WHEREAS, District is the owner of certain real property located in Polk County, Florida, lying within the boundaries of District including certain parcels of land more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”); and

WHEREAS, certain HOA-owned improvements consisting of a geothermal recharge well and a maintenance access road are located within the Easement Area (the “**HOA-Owned Improvements**”) as further identified on **Exhibit B** attached hereto and the HOA has requested the District grant the HOA an easement over the Easement Area in order to allow HOA to access and conduct maintenance of the HOA-Owned Improvements within the Easement Area.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Easement.** District hereby grants to HOA, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive perpetual maintenance easement over, upon, under, through, and across the Easement Area for the purpose of vehicular and pedestrian ingress, egress, and access to and for the construction, installation, operation, use, powering, maintenance, replacement and repair of the HOA-Owned Improvements ("**Easement**"). HOA is hereby authorized to modify the HOA-Owned Improvements provided that such modifications are consistent with any applicable permit or agreement and the modifications do not affect the stormwater control improvements located within the Easement Area. HOA shall use all due care to protect the Easement Area and adjoining property from damage resulting from HOA's use of the Easement Area.

3. **Damage.** Except as otherwise stated herein, in the event that HOA, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, HOA, at HOA's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, wells, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **Indemnity.** HOA agrees to indemnify and hold harmless the District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which relate in any way to HOA's use of the Easement Area.

5. **Liens.** HOA shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of its rights hereunder.

6. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) HOA shall conduct any operation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for repairs. Any rights granted hereunder shall be exercised by HOA in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. HOA shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any

pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way District's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with HOA, its successors and assigns.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of HOA and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth and limited herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes identified in Section 2 herein.

8. **Sovereign Immunity.** HOA agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

9. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the District: Sandmine Road Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Tucker Mackie

To HOA: Windsor Island Resort Homeowners Association, Inc.
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: _____

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 HOA and counsel(s) for the District may deliver Notice on behalf of HOA and the District, respectively.

10. Third Parties. This Agreement is solely for the benefit of HOA and the District, 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, corporation, or entity other than HOA and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party 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 either Party's right to protect its rights from interference by a third party.

11. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Polk County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. Termination. If the Easement shall be terminated by the HOA or in any manner, all rights and privileges hereunder shall cease and the Easement privileges and rights herein granted shall revert to District. If by future conveyance, the HOA takes fee simple title to all or part of the Easement Area, then this Easement shall terminate with respect to such the portion of the Easement Area to which the HOA took title.

15. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. 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 HOA and District.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

18. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

19. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

20. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and HOA as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

21. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

22. **Effective Date.** This Agreement shall be effective as of the date first written above.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, HOA and District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by _____, as Chairperson/Vice Chairperson of Sandmine Road Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He/She is personally known to me or has produced _____ (type of identification) as identification.

(Official Notary Signature)

(Official Notary Seal)

Printed Name: _____
My Commission Expires: _____

Signed, sealed and delivered

in the presence of:

**WINDSOR ISLAND RESORT
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnessed:

By: _____

Print Name: _____

Print Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by _____, as _____ of Windsor Island Resort Homeowners Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

(Official Notary Signature)

(Official Notary Seal)

Printed Name: _____

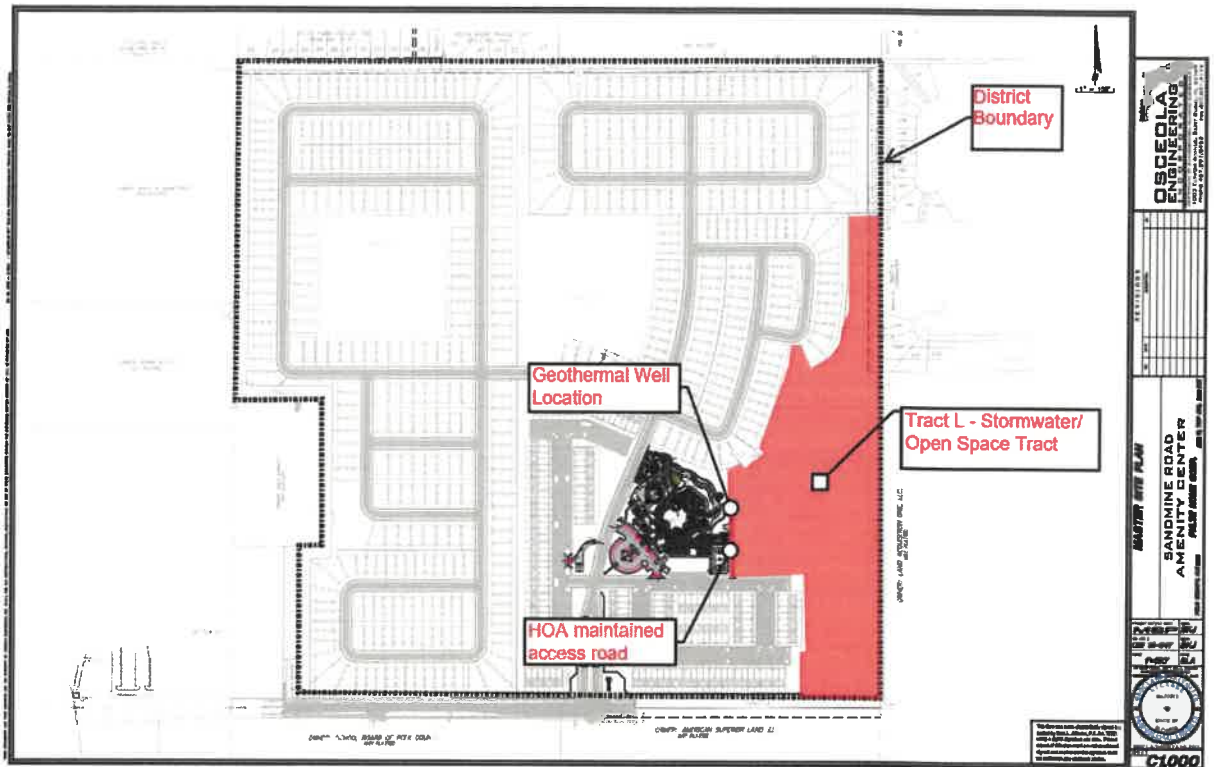
My Commission Expires: _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A
EASEMENT AREA

TRACT L AS SHOWN ON THE PLAT KNOWN AS WINDSOR ISLAND RESORT,
RECORDED IN THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA AT
PLAT BOOK 178, PAGES 15 THROUGH 20.

EXHIBIT B



SECTION E

PREPARED BY AND RETURN TO:

Tucker F. Mackie, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____, 2021, by **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801, (hereinafter called the "grantor"), in favor of **WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, with a mailing address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described in **Exhibit A**. Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

“GRANTOR”

Signed, sealed and delivered

**SANDMINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____

By: _____
Name: _____
Title: Chairman

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____ as _____ of Sandmine Road Community Development District, a unit of special-purpose government, who [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A
Legal Description

TRACTS H, I, N, O, AND P AS SHOWN ON THE PLAT KNOWN AS WINDSOR ISLAND RESORT, RECORDED IN THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA AT PLAT BOOK 178, PAGES 15 THROUGH 20.

SECTION V



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 23, 2020

Sandmine Road Community Development District
Governmental Management Services, LLC
219 East Livingston Street
Orlando, FL 32801

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Sandmine Road Community Development District (the "District"), which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2020, 2021, 2022, 2023, and 2024 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2020, with four (4) annual renewals for the years ending September 30, 2021, 2022, 2023, and 2024 upon the written consent of both parties.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Sandmine Road Community Development District
September 23, 2020
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

In making our risk assessments, we consider internal control relevant to Sandmine Road Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Sandmine Road Community Development District and that are to be included as part of our audit are listed below:

1. General Fund



Sandmine Road Community Development District
September 23, 2020
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and;
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Sandmine Road Community Development District
September 23, 2020
Page 4

Management is responsible for identifying and ensuring that Sandmine Road Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others. Management is also responsible for providing planned corrective actions on the auditors' recommendations included in the audit report, if any.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Records and Assistance

If circumstances arise relating to the condition of the Sandmine Road Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Sandmine Road Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with George Flint. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. The audit should be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2021, and if the draft is timely reviewed by management, the District shall receive the final audit by June 15, 2021.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Sandmine Road Community Development District
September 23, 2020
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due within thirty (30) days of submission of an invoice. Our fee for the services described in this letter for the year ending September 30, 2020 will not exceed \$3,175, unless the scope of the engagement is changed, the assistance which Sandmine Road Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. If mutually agreed upon by both parties, the fee for the year ended September 30, 2021 will not exceed \$3,260, for the year ended September 2022 will not exceed \$3,375 and for the years ending September 30, 2023, and 2024 will not exceed \$3,500.

In the event we are requested or authorized by Sandmine Road Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Sandmine Road Community Development District, Sandmine Road Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information, except as provided in the public records addendum attached hereto. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Additionally, see attached addendum regarding public records.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Sandmine Road Community Development District
September 23, 2020
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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Sandmine Road Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Sandmine Road Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Sandmine Road Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Sandmine Road Community Development District's financial statements. Our report will be addressed to the Board of Sandmine Road Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Sandmine Road Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter and any addendums hereto constitute the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Sandmine Road Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Sandmine Road Community Development District
September 23, 2020
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*




BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



District Manager, November 25, 2020



 6815 Dairy Road
 Zephyrhills, FL 33542
 (813) 788-2155
 (813) 782-8606

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
 Signed (electronically by Baggett, Reutimann & Associates, CPAs, PA) on 08/01/2014 at 10:56 AM.

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 23, 2020)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
219 EAST LIVINGSTON STREET
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSCF.COM**

Auditor: J.W. Gaines

By: _____

Title: Director

Date: September 23, 2020



District: Sandmine Road CDD

By: _____

Title: District Manager

Date: 11/25/20



SECTION VI

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA ONE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Sandmine Road Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of August 1, 2020, as supplemented by that certain First Supplemental Trust Indenture dated as of August 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable; *Acquisition Agreement (Phase 1)*, dated April 16, 2020
- (C) Name of Payee: Pulte Home Company, LLC
- (D) Amount Payable: \$615,505.95
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Acquisition from Developer of Phase 1 on-site improvements:

The Phase 1 improvements include hardscape and landscape improvements.

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase One Project; and
4. each disbursement represents a Cost of Phase One Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT

By:


Responsible Officer

Date:

12/14/2020

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Phase One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer

December 10, 2020

Board of Supervisors
Sandmine Road Community Development District
c/o Governmental Management Services – Central
Florida, LLC
219 East Livingston Street
Orlando, Florida 32801


RE: Acquisition of Phases One and Two Hardscape and Landscape Improvements

Dear Sir or Madam,

We are writing to request that the Sandmine Road Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements set forth in **Exhibit A**, which is attached hereto. Developer constructed the improvements consistent with the District’s *Master Engineer’s Report*, dated April 16, 2020, (“**Engineer’s Report**”) and the improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements to the District for the Costs Paid for CDD Phase 1, totaling \$615,505.95, and for the Costs Paid for CDD Phase 2, totaling \$742,083.97, as identified in Exhibit A attached hereto, representing the actual cost of creating and/or constructing such improvements and work product. The Remaining Costs for CDD Phase 1 and the Remaining Costs for CDD Phase 2 primarily consist of retainage. The Developer will request these funds from the District at such point in time when retainage is released to the Contractor. The Developer herein requests that funds in the amount of the Costs Paid for CDD Phase 1 be made payable to the Developer from the proceeds of the Series 2020 Bonds. The Developer herein requests that funds in the amount of Costs Paid for CDD Phase 2 be made payable to the Developer from the proceeds of a future issuance of bonds, once available.

Sincerely,

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: 
Its: Director of Land Development

ACKNOWLEDGED AND AGREED TO BY:


Chairperson
Sandmine Road CDD

Exhibit A – Description of Phases One and Two Hardscape and Landscape Improvements

Developer Request Letter Phases One and Two Hardscape and Landscape

EXHIBIT "A"
ACQUISITION DOCUMENTATION
Phase One Public Hardscape and Landscape Improvements

Improvement	Contract / Invoices	Costs Paid for CDD Phase 1	Remaining Costs For CDD Phase 1
Landscape Improvements	Ground Preserve Landscape Contractors, LLC	\$204,832.79	\$0
Hardscape Improvements	Seminole Masonry, LLC	\$410,673.17	\$241.36
	Total:	\$615,505.95	\$241.36

Phase Two Public Hardscape and Landscape Improvements

Improvement	Contract / Invoices	Costs Paid for CDD Phase 2	Remaining Costs For CDD Phase 2
Landscape Improvements	Ground Preserve Landscape Contractors, LLC	\$246,956.39	\$0
Hardscape Improvements	Seminole Masonry, LLC	\$495,127.57	\$291.00
	Total:	\$742,083.97	\$291.00

BILL OF SALE AND GENERAL ASSIGNMENT
(PHASES ONE AND TWO HARDSCAPE AND LANDSCAPE IMPROVEMENTS)

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of this 16 day of December, 2020, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereafter referred to as "**Grantor**"), and **SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Polk County, Florida (hereinafter referred to as "**Grantee**").

BACKGROUND STATEMENT

Grantor has constructed certain improvements within Phases 1 and 2 that comprise a portion of the District's Project, as set forth in the *Master Engineer's Report* dated April 16, 2020, (the "Engineer's Report"), as may be amended, for the District. This instrument is intended to convey the interest of Grantor in and to all of such improvements to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, as set forth more fully in **Exhibit A**, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "**Personal and Intangible Property**"), located within tracts identified on the plat ("**Plat**") known as Windsor Island Resort recorded in Plat Book 178, Page(s) 15-20 et seq of the Official Records of Polk County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:
 - a. ***The following Personal and Intangible Property located within Tract B:***
 - (i) All perimeter hardscape elements including masonry walls, structural and non-structural fence/wall; and
 - (ii) All hardscape, landscape, and irrigation elements including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.
 - b. ***The following Personal and Intangible Property located within Tract C:***
 - (i) All perimeter hardscape elements including masonry walls, structural and non-structural fence/wall. -
 - c. ***The following Personal and Intangible Property located within Tract G***
 - (i) All perimeter hardscape elements including masonry walls, structural and non-structural split rail fence; and
 - d. ***The following Personal and Intangible Property located within Tract H:***
 - (i) All perimeter hardscape elements including masonry walls, structural and non-structural fence/wall; and
 - (ii) All hardscape, landscape, and irrigation elements including but not

limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

- e. ***The following Personal and Intangible Property located within Tract J:***
 - (i) All hardscape, landscape, and irrigation elements including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components; and
 - (ii) All perimeter hardscape elements including masonry walls, structural and non-structural fence/wall.
 - f. ***The following Personal and Intangible Property located within Tract R-1:***
 - (i) All perimeter hardscape elements including masonry walls, structural and non-structural fence/wall.
 - g. ***The following Personal and Intangible Property located within Tract R-2:***
 - (i) All perimeter hardscape elements including masonry walls, structural and non-structural fence/wall.
 - h. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, fees, deposits, guaranties, warranties, affidavits, lien waivers, claims, bonds (maintenance or otherwise), indemnification, and agreements given heretofore and with respect to the construction or composition of all of the improvements described above; and
 - i. All of the right, title, interest, and benefit of Grantor, if any, in and to all other personal property used solely in connection with construction of the improvements described above.
2. Grantor does hereby covenant to and with Grantee, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Grantor has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Grantor will warrant and defend the sale of its said personal property and assets hereby made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal the day and year first above written.

WITNESSES:

GRANTOR:

**PULTE HOME COMPANY, LLC, a
Michigan limited liability company,**

By: [Signature]
Name: Amy Steiger
Title: Land Development Manager

By: [Signature]
Name: Cliff Torres
Title: Director of Land Development

By: [Signature]
Name: Edward L. Torres
Title: Land Development Mgr.

**STATE OF FLORIDA
COUNTY OF Orange**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11th day of December, 2020, by Cliff Torres, as Director of Land Dev of Pulte Home Company, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF
FLORIDA

(NOTARY SEAL)

Name: Amy Steiger

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



EXHIBIT "A"
ACQUISITION DOCUMENTATION
Phase One Public Hardscape and Landscape Improvements

Improvement	Contract / Invoices	Costs Paid for CDD Phase 1	Remaining Costs For CDD Phase 1
Landscape Improvements	Ground Preserve Landscape Contractors, LLC	\$204,832.79	\$0
Hardscape Improvements	Seminole Masonry, LLC	\$410,673.17	\$241.36
	Total:	\$615,505.95	\$241.36

Phase Two Public Hardscape and Landscape Improvements

Improvement	Contract / Invoices	Costs Paid for CDD Phase 2	Remaining Costs For CDD Phase 2
Landscape Improvements	Ground Preserve Landscape Contractors, LLC	\$246,956.39	\$0
Hardscape Improvements	Seminole Masonry, LLC	\$495,127.57	\$291.00
	Total:	\$742,083.97	\$291.00

**OSCEOLA ENGINEERING, INC.'S CERTIFICATION TO SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT REGARDING PHASES ONE AND TWO ACQUISITION OF
HARDSCAPE AND LANDSCAPE IMPROVEMENTS**

_____, 2020

BEFORE ME, the undersigned, personally appeared Broc Althafer, P.E., of Osceola Engineering, Inc., who, after being first duly sworn, deposes and says:

I, Broc Althafer, a representative of Osceola Engineering Inc. ("District Engineer"), as District Engineer for the Sandmine Road Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition of certain Phases 1 and 2 hardscape and landscape improvements (the "Improvements"), as described in that certain *Bill of Sale and General Assignment (Phases 1 and 2 Hardscape and Landscape Improvements)* dated as of or about the same day as this Certificate.

1. I have reviewed certain documentation relating to the Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents and have conducted on-site observations of the Improvements.
2. The Improvements are within the scope of the Project as set forth in the *Master Engineer's Report* dated April 16, 2020, (the "Engineer's Report"), as may be amended, for the District, and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended.
4. In my opinion, the acquisition amount of \$1,357,589.92 is equal to or less than each of the following: (i) what was actually paid by Pulte Home Corporation to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. Copies of plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and to the best of my knowledge and belief have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

OSCEOLA ENGINEERING, INC.



Broc Althafer, P.E.

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15th day of December, 2020, by Broc Althafer, P.E., an authorized representative of Osceola Engineering, Inc., who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Carie R Thompson
Notary Public Signature

CARIE R THOMPSON
(Name typed, printed or stamped)
Notary Public, State of FLORIDA
Commission No. GC065527
My Commission Expires: 3/26/2024

SECTION VII

*This item will be provided under
separate cover*

SECTION VIII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor 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, 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*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor 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. Contractor 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 the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor 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, 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.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION IX

SECTION C

SECTION 1

Sandmine Road
Community Development District

Unaudited Financial Reporting
December 31, 2020

GMS

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1	<u>BALANCE SHEET</u>
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7	<u>LONG TERM DEBT SUMMARY</u>
8	<u>CONSTRUCTION SCHEDULE SERIES 2020</u>

Sandmine Road
Community Development District
Combined Balance Sheet
December 31, 2020

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash	\$ 4,477	\$ -	\$ -	\$ 4,477
<u>Series 2020</u>				
Reserve	\$ -	\$ 181,860	\$ -	\$ 181,860
Interest	\$ -	\$ 181,860	\$ 0	\$ 181,860
Construction	\$ -	\$ -	\$ 2,031,985	\$ 2,031,985
Total Assets	\$ 4,477	\$ 363,719	\$ 2,031,985	\$ 2,400,181
Liabilities:				
Fund Balances:				
Nonspendable				
Prepaid Items	\$ 4,477	\$ -	\$ -	\$ 4,477
Assigned for Debt Service 2020	\$ -	\$ 363,719	\$ -	\$ 363,719
Assigned for Capital Projects 2020	\$ -	\$ -	\$ 2,031,985	\$ 2,031,985
Total Fund Balances	\$ 4,477	\$ 363,719	\$ 2,031,985	\$ 2,400,181
Total Liabilities & Fund Balance	\$ 4,477	\$ 363,719	\$ 2,031,985	\$ 2,400,181

Sandmine Road
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2020

	Adopted Budget	Prorated Budget Thru 12/31/20	Actual Thru 12/31/20	Variance
Revenues				
Developer Contributions	\$ 104,218	\$ 8,495	\$ 8,495	\$ -
Total Revenues	\$ 104,218	\$ 8,495	\$ 8,495	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
FICA Expense	\$ 918	\$ 230	\$ -	\$ 230
Engineering	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
Dissemination Fees	\$ -	\$ -	\$ 292	\$ (292)
Attorney	\$ 25,000	\$ 6,250	\$ -	\$ 6,250
Annual Audit	\$ 3,500	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 2,917	\$ 2,917	\$ -
Information Technology	\$ 1,200	\$ 300	\$ 100	\$ 200
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage	\$ 1,000	\$ 250	\$ 6	\$ 244
Printing & Binding	\$ 1,000	\$ 250	\$ 6	\$ 244
Office Supplies	\$ 625	\$ 156	\$ 0	\$ 156
Insurance	\$ 5,500	\$ 5,500	\$ 5,000	\$ 500
Legal Advertising	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Other Current Charges	\$ 1,000	\$ 250	\$ -	\$ 250
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 104,218	\$ 23,602	\$ 8,495	\$ 15,107
Total Expenditures	\$ 104,218	\$ 23,602	\$ 8,495	\$ 15,107
Excess Revenues (Expenditures)	\$ -	\$ -	\$ -	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ 4,477	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 4,477	\$ -

Sandmine Road
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2020

	Adopted Budget	Prorated Budget Thru 12/31/20	Actual Thru 12/31/20	Variance
Revenues				
Special Assessments	\$ 363,719	\$ 181,859	\$ 181,859	\$ -
Interest	\$ -	\$ -	\$ 3	\$ 3
Total Revenues	\$ 363,719	\$ 181,859	\$ 181,863	\$ 3
Expenditures:				
Series 2020				
Interest - 11/1	\$ 39,271	\$ 39,271	\$ 39,271	\$ 0
Principal - 05/1	\$ 130,000	\$ -	\$ -	\$ -
Interest - 05/1	\$ 115,881	\$ -	\$ -	\$ -
Total Expenditures	\$ 285,152	\$ 39,271	\$ 39,271	\$ 0
Other Sources/(Uses)				
Transfer in/Out	\$ -	\$ -	\$ (3)	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (3)	\$ -
Excess Revenues (Expenditures)	\$ 78,567		\$ 142,589	
Fund Balance - Beginning	\$ 260,401		\$ 221,130	
Fund Balance - Ending	\$ 338,968		\$ 363,719	

Sandmine Road
Community Development District
Capital Projects Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2020

	Adopted Budget	Prorated Budget Thru 12/31/20	Actual Thru 12/31/20	Variance
Revenues				
Interest	\$ -	\$ -	\$ 42	\$ 42
Total Revenues	\$ -	\$ -	\$ 42	\$ 42
Expenditures:				
Capital Outlay - Construction	\$ -	\$ -	\$ 620,511	\$ (620,511)
Total Expenditures	\$ -	\$ -	\$ 620,511	\$ (620,511)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ 3	\$ 3
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 3	\$ 3
Excess Revenues (Expenditures)	\$ -		\$ (620,466)	
Fund Balance - Beginning	\$ -		\$ 2,652,451	
Fund Balance - Ending	\$ -		\$ 2,031,985	

Sandmine Road
Community Development District
Capital Projects Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2020

	Adopted Budget	Prorated Budget Thru 12/31/20	Actual Thru 12/31/20	Variance
Revenues				
Interest	\$ -	\$ -	\$ 42	\$ 42
Total Revenues	\$ -	\$ -	\$ 42	\$ 42
Expenditures:				
Capital Outlay - Construction	\$ -	\$ -	\$ 620,511	\$ (620,511)
Total Expenditures	\$ -	\$ -	\$ 620,511	\$ (620,511)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ 3	\$ 3
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 3	\$ 3
Excess Revenues (Expenditures)	\$ -		\$ (620,466)	
Fund Balance - Beginning	\$ -		\$ 2,652,451	
Fund Balance - Ending	\$ -		\$ 2,031,985	

Sandmine Road

Community Development District
Special Assessment Bonds, Series 2020

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
4/16/20	1	PULTE HOMES	PHASE 1 ONSITE IMPROVEMENTS	\$ 3,352,115.98
TOTAL				\$ 3,352,115.98
Fiscal Year 2020				
9/30/20		Interest		\$ 0.44
9/30/20		Transfer from Reserve		\$ 0.03
TOTAL				\$ 0.47
Project (Construction) Fund at 09/30/19				\$ 6,004,566.75
Interest Earned thru 09/30/20				\$ 0.47
Requisitions Paid thru 09/30/20				\$ (3,352,115.98)
Remaining Project (Construction) Fund				\$ 2,652,451.24

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2021				
10/1/20	2	Hopping Green & Sams	Invoice # 116205 - Project Construction Services thru 06/30/20	\$ 2,035.90
10/16/20	3	Hopping Green & Sams	Invoice #117447 - Project Construction Services thru 08/31/20	\$ 2,993.57
12/16/20	4	PULTE HOMES	PHASE 1 ONSITE IMPROVEMENTS	\$ 615,505.95
TOTAL				\$ 620,535.42
Fiscal Year 2021				
10/1/20		Interest		\$ 13.05
10/1/20		Transfer from Reserve		\$ 0.89
10/26/20		Hopping Green & Sams	Return funds per duplicate payment	\$ 24.40
11/2/20		Interest		\$ 13.51
11/2/20		Transfer from Reserve		\$ 0.93
12/1/20		Interest		\$ 15.41
12/1/20		Transfer from Reserve		\$ 0.89
TOTAL				\$ 69.08
Project (Construction) Fund at 09/30/20				\$ 2,652,451.24
Interest Earned thru 12/31/20				\$ 69.08
Requisitions Paid thru 12/31/20				\$ (620,535.42)
Remaining Project (Construction) Fund				\$ 2,031,984.90

Sandmine Road

Community Development District

Long Term Debt Report

SERIES 2020, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.625%, 3.125%, 3.625%, 3.750%	
MATURITY DATE:	11/1/1950	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$181,859	
RESERVE FUND BALANCE	\$181,860	
BONDS OUTSTANDING - 8/31/20		\$6,590,000
CURRENT BONDS OUTSTANDING		\$6,590,000

Sandmine Road

Community Development District

Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (20)	General Fund Portion (21)	Due from Capital	Over and (short) Balance Due
FY20								
1	4/10/20	5/15/20	\$ 15,275.00	\$ 15,275.00	\$ 15,275.00	\$ -	\$ -	\$ -
2	5/16/20	5/22/20	\$ 4,552.05	\$ 4,552.05	\$ 4,552.05	\$ -	\$ -	\$ -
3	6/11/20	6/19/20	\$ 13,244.54	\$ 13,244.54	\$ 9,832.54	\$ -	\$ 3,412.00	\$ -
4	7/10/20	9/8/20	\$ 11,736.77	\$ 11,736.77	\$ 8,180.10	\$ -	\$ 3,556.67	\$ -
5	8/14/20	9/8/20	\$ 8,225.87	\$ 8,225.87	\$ 8,225.87	\$ -	\$ -	\$ -
6	9/10/20	9/17/20	\$ 8,964.86	\$ 8,964.86	\$ 3,964.86	\$ 5,000.00	\$ -	\$ -
FY21								
7	11/23/20	12/1/20	\$ 6,341.54	\$ 6,341.54	\$ 2,846.14	\$ 3,495.40	\$ -	\$ -
Due from Developer								
			\$ 68,340.63	\$ 68,340.63	\$ 52,876.56	\$ 8,495.40	\$ 6,968.67	\$ -

Total Developer Contributions FY21

\$ 52,876.56