

*Sandmine Road
Community Development District*

Agenda

February 18, 2021

AGENDA

Sandmine Road Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

February 11, 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, February 18, 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 January 21, 2021 Meeting
4. Consideration of Agreement with Exclusive Landscaping Group Inc. for Landscape & Irrigation Maintenance Services
5. Consideration of Resolution 2021-02 Providing for the Removal and Appointment of Treasurer and Appointment of Assistant Treasurer
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of FY2021 Funding Request #7
 - iii. Consideration of FY2021 Funding Request #8
7. Other Business
8. Supervisors Requests
9. 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 January 21, 2021 Board of Supervisors Meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Proposal with Exclusive Landscaping Group Inc. for Landscape & Irrigation Maintenance Services. A copy of the proposal is enclosed for your review.

The fifth order of business is consideration of Resolution 2021-02 providing for the removal and appointment of treasurer and appointment of assistant treasurer. A copy of the resolution is enclosed for your review.

The sixth 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. Section 2 is ratification of FY2021 funding request #7. A copy of the funding request is enclosed for your review. Section 3 is consideration of FY2021 funding request #8. A copy of the funding request is enclosed 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,

A handwritten signature in blue ink, appearing to read 'G. S. Flint'.

George S. Flint
District Manager

CC: Tucker Mackie, District Counsel
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, January 21, 2021 at 2:00 p.m. at 2227 Lelani Circle, Davenport, Florida.

Present and constituting a quorum were:

Wesley Hunt	Chairman
Aaron Struckmeyer	Vice Chairman
Amy Steiger <i>by phone</i>	Assistant Secretary
Eric Baker	Assistant Secretary

Also present were:

George Flint	District Manager
Tucker Mackie	District Counsel
Broc Althafer	District Engineer
William Viasalyers	Field Manager
Corey Kramer	Osceola Engineering, Inc.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Four Board Members were present 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 October 15, 2020

Mr. Flint asked if the Board had any comments or corrections to the October 15, 2020 Board meeting minutes. The Board had no changes.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Minutes of the October 15, 2020 Board Meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration Items

A. Contract Agreement with the Polk County Property Appraiser

Mr. Flint noted that the agreement was for the District to use the tax bill as the collection method, adding that the statutes required that the District enter into an agreement with the property appraiser. He explained that District Counsel had already reviewed it, and he asked if there were any questions. Hearing none, he asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Contract Agreement with the Polk County Property Appraiser, was approved.

B. Data Sharing and Usage Agreement with the Polk County Property Appraiser

Mr. Flint noted that this was a confidentiality agreement stating that any information that they provide to the District declared confidential, the District would agree to keep that information private. He added that there were certain individuals under the statutes that were exempt from public records such as law enforcement officials, judges, etc. He asked if there were any questions, hearing none he asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Data Sharing and Usage Agreement with the Polk County Property Appraiser, was approved.

C. Cost Share Agreement with the Windsor Island Resort HOA, Inc. for Irrigation Services

Mr. Flint noted that the agreement provided for a cost sharing of irrigation costs between the HOA and the CDD. He added that the District Engineer had prepared exhibit 'B', highlighting the irrigated area and the separate acreage owned by the CDD and the HOA. He explained that the agreement contemplated that the irrigation account would be in the CDD's name and that the CDD would bill the HOA monthly. Mr. Flint asked if there were any questions, and hearing none asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Cost Share Agreement with the Windsor Island Resort HOA, Inc. for Irrigation Services, was approved.

D. Access and Maintenance Agreement with the Windsor Island Resort HOA, Inc.

Ms. Mackie presented the agreement with Windsor Island Resort HOA that regarded an easement between the District and the HOA that granted them access and maintenance rights over District owned Tract L. She noted that there was still some discussion about the location of some of the improvements. She added that there was an access road on the tract that maintenance personnel of the HOA would utilize to maintain pool related infrastructure. She also noted that the only thing that might change following Board approval would be further identification and clarification of Exhibit 'B', as well as the fact that the engineer reviewed the well and found that it did not interfere with the District operation of the stormwater system.

Ms. Steiger stated that they were starting another well to see if it was successful, adding that it would be on the same tract where the townhomes end near Sandmine Road. She asked that the Board consider approving the form of the access and maintenance agreement with the understanding that District Counsel would work with the developer to update exhibit 'B' when the recharge well was identified.

Mr. Flint asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Access and Maintenance Agreement with Windsor Island Resort HOA, Inc., was approved subject to District Counsel working with the Developer to Update Exhibit 'B'.

E. Special Warranty Deed Conveying Property to the Windsor Island Resort HOA, Inc.

Mr. Flint noted that the document cleaned up some of the ownership between the CDD and HOA as reflected on the plat.

Ms. Steiger explained that when the District acquired the tract it had done so in connection with the acquisition of the various improvements under the Engineer's Report, and the tracts that were indicated were identified to be owned by the District. It was later found that tracts H, I, N, O, P, and F would be better maintained by the HOA and that certain other properties associated with the stormwater system would be left under District ownership and maintenance. She added that

the only caveat to that would be tracts N and O, where there were some improvements that were associated with the District infrastructure. She noted at the next Board meeting they would present a version of the document in the alternative such that the HOA would be giving the District an easement so that they could access those tracts and maintain the District infrastructure.

Mr. Hunt asked if the split would run across Tract I as well, to which Ms. Mackie answered yes. Mr. Hunt asked if Tract S was included within the access maintenance easement, and Ms. Mackie said that they would include it.

Mr. Flint asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Special Warranty Deed Conveying Property to the Windsor Island Resort HOA, Inc., was approved.

FIFTH ORDER OF BUSINESS

Ratification of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2020

Mr. Flint noted that District Counsel had gone through a competitive selection process in which the Board had picked Berger, Toombs, Elam, Gaines & Frank to perform the audit. He stated they provided an annual engagement letter, adding that they were entering into one engagement year at a time. Because they had not met before the end of the fiscal year, Mr. Flint had executed the agreement on grounds that the fees were consistent with what was in the bid that the Board approved. He asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Agreement with Berger Toombs, Elam, Gaines, & Frank to Provide Auditing Services for Fiscal Year 2020, was ratified.

SIXTH ORDER OF BUSINESS

Ratification of Requisition #4

Mr. Flint stated that requisition #4 was to acquire Phase 1 onsite improvements that included landscape improvements. He added that it was not required to be approved by the Board, but that it did need to be ratified.

On MOTION by Mr. Hunt, seconded by Ms. Baker, with all in favor, Requisition #4, was ratified.

SEVENTH ORDER OF BUSINESS**Review of Maintenance Responsibilities Map**

Mr. Flint stated that the map showed the areas that the CDD would be responsible for. He noted that it included the pond tracts, the area along Sandmine Road, as well as the entrance area. He asked if the Board had any questions, and hearing none the next item followed.

EIGHTH ORDER OF BUSINESS**Discussion of E-Verify Requirements for Special Districts**

Mr. Flint stated that that there was a memo in the agenda explaining the E-Verify system.

Ms. Mackie explained that Florida legislature had adopted a requirement that public employers register with the Department of Homeland Security's E-Verify system. She explained that the system determined whether or not individuals were authorized to work within the U.S., and the CDD was legally included in the definition of a "public employer." She explained that this would entail that the District would enter into a memorandum of understanding and submitting that online. She added that there was no cost to the District to register under E-Verify. She asked that the Board authorize the Secretary to execute the memorandum of understanding and file the same electronically.

Mr. Flint asked for a motion to approve.

On MOTION by Mr. Hunt, seconded by Mr. Baker, with all in favor, the Authorization of the Secretary to Execute the Memorandum of Understanding and File Under the E-Verify System, was approved.

NINTH 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 December 31st. There was no action required. He also noted that there was still \$2,032,000 in the construction account for the bond funds.

TENTH ORDER OF BUSINESS

Other Business

Mr. Flint asked for any other comments. Mr. Viasalyers noted that they needed to get a contract for the fountain at the entry monument fountain, adding that he was going to have Sitex Aquatics complete the project. He also asked if he could get a link to the landscaping map, to which Mr. Flint answered yes.

ELEVENTH ORDER OF BUSINESS

Supervisors Request

There being none, the next item followed.

TWELTH ORDER OF BUSINESSES

Adjournment

Mr. Flint adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between:

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and having offices at c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("**District**"); and

EXCLUSIVE LANDSCAPING GROUP, INC., a Florida corporation, with a mailing address of P.O. Box 420812, Kissimmee, Florida 34742 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

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

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

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** ("**Work**"). The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping

or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. MONITORING OF SERVICES. The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates George Flint and other representatives of Governmental Management Services - Central Florida, LLC to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the

deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. SUBCONTRACTORS. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date first written above and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. COMPENSATION; TERM.

- a. Work under this Agreement shall begin on the date first written above and shall remain in effect for a period of one (1) year ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, the District may elect, in its sole discretion, to renew this Agreement on the same terms for an additional one-year period.
- b. As compensation for the Work, the District agrees to pay Contractor on a monthly basis in accordance with the fees set forth in **EXHIBIT A**. Contractor shall invoice the District monthly for Work performed during the prior month. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's pricing

summary (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

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

- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
- iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and shall have limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- b. The District, its staff, supervisors and consultants shall be named as additional insureds (except with respect to the Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.
- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

- a. The Contractor shall indemnify and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, resulting from third party claims arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. Contractor's indemnification obligation expressly

excludes any damage or loss directly caused by the negligence of indemnified parties hereunder.

- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, *Florida Statutes* or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

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

11. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

12. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- (h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in

this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

17. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Any purported assignment of this Agreement without such prior written approval shall be void.

20. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement.

The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

22. AGREEMENT. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the Exhibits, this document and the Exhibits shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

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

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

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

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

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

With a copy to: Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Exclusive Landscaping Group, Inc.
P.O. Box 420812

Kissimmee, Florida 34742
Attn: Jeremy Lapaglia

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

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

28. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, AND 219 E. LIVINGSTON STREET, ORLANDO, FL 32801.

30. 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.

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

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

33. E-VERIFY. 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.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

EXCLUSIVE LANDSCAPING GROUP, INC.

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A: Fee Schedule & Scope of Services
EXHIBIT B: Landscape Maintenance Area Map
EXHIBIT C: Additional Services Order

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE



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Tel.: 407-406-8989

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January 28, 2021

Sandmine CDD

To whom it may concern:

We would like to take this opportunity to introduce ourselves and to present you an option to improve your facility grounds while saving money and time.

EXCLUSIVE LANDSCAPING GROUP INC. is a full-service landscaping company, licensed and insured in the state of Florida, which have been in business for over twelve years. The company has served landscaping needs to both residential and commercial clients. Our most recent commercial accounts include large home subdivisions, with over 2200 single-family homes combined. We have provided services to both the community - including recreation, common area and numerous individual homes within the community.

EXCLUSIVE LANDSCAPING GROUP INC. has earned its strong reputation in the landscaping field thanks to the emphasis we make on the best customer service at a better than average pricing plans. We are proud to report a 99% + retention rate from our customers, well above the industry standards. The company offers competitive rates, honesty and reliable work in all areas. We take pride in our work and it shows; our motto says it all, **"Landscaping is not just our job, it is our passion"**.

We look forward to share with you information on how we can provide you with a superior service at a price that is below what you are currently paying. Please feel free to contact us at any time.

Sincerely,

Jeremy Lapaglia
Director of Operations





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MISSION STATEMENT

EXCLUSIVE LANDSCAPING GROUP INC. is dedicated to provide quality-landscaping services. We strive to create a long-term relationship with our clients based on honesty, quality, dependability, and outstanding results. All this will help our customers and potential clientele make the right choices to meet their needs and budgets.

We accomplish this Mission through our belief in fairness, dedication, quality improvement process, and professionalism that extends to our customers and our employees.

BRIEF DESCRIPTION

EXCLUSIVE LANDSCAPING GROUP INC. is based in Orlando, Florida. The company was established in 2008, and since then it has offered complete landscaping solutions, specializing in landscaping design and maintenance.

All employees of Exclusive Landscaping Group Inc. undergo extensive background checks, receive thorough training in all aspects of the landscaping industry, and are required to meet and exceed our client's needs and expectations.





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LAWN AND LANDSCAPE MAINTENANCE PROGRAM

This contract is an agreement between EXCLUSIVE LANDSCAPING GROUP, INC., hereinafter referred to as "the Contractor", and Sandmine CDD hereinafter referred to as "the Client".

The Contractor and the Client hereby promise and agree as follows:

I- BASIC CONSIDERATION

FIFTY TWO (52) visits per year. Forty two (42) mowing cycles in a 12-month period shall take place. Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun.

II- LOCATION OF SERVICES

All services referred herein will be performed at the common areas of property located at:

Sandmine CDD

III- LENGTH OF AGREEMENT

Once the term of this agreement begins, it will continue in full force until cancelled by either party as stated on the Cancellation clause.

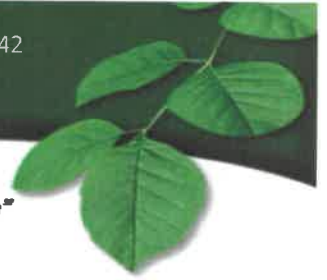
IV- LAWN MAINTENANCE CONSIDERATION – SCOPE OF WORK

SERVICE	FREQUENCY	SPECIFICATION DETAILS
MOWING, EDGING and BLOWING	42	<ul style="list-style-type: none">• Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.• Mowing to be performed weekly during the months of April through October and every other week from the months of November through March.





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		<ul style="list-style-type: none">• Mowing is done by reel, rotary or mulching mower. Mower blades are sharpened at all times and properly adjusted to provide quality cut.• Mowing height will be according to grass type and variety.• Edging of all hard surfaces performed during each mowing.• Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide to not intercept water output.• Edging of all planter beds during every other mowing.• Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by the contractor.• In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable.• Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2 feet diameter to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass.• Cleaning all clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Clipping will not be swept, blown or otherwise disposed of in sewer drains.
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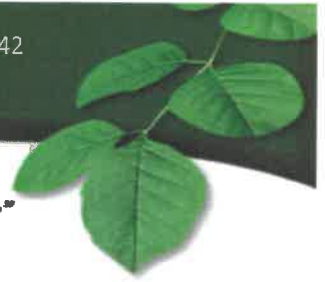
SERVICE	FREQUENCY	SPECIFICATION DETAILS
TURF PEST CONTROL, and FERTILIZATION	6	<ul style="list-style-type: none">• Complete fertilizers shall be granular in composition and contain 30% to 50% of the nitrogen in a slow or controlled released form. The ratio of nitrogen to potash will be 1:1 or 2:1 for complete fertilizer formulations.• Turf damaging insect control to be performed on a preventative and curative basis with turf fertilization applications.





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		<ul style="list-style-type: none">• Broadleaf weed control pre-emergence and post-emergence applications to be performed during all cool-season turf fertilization applications.• Fungicide applications shall be applied on an as-needed basis.
ORNAMENTAL SHRUBBERY PEST CONTROL and FERTILIZATION	6	<ul style="list-style-type: none">• Fertilization to be performed using granular products with rich micronutrient package.• Insect control to be performed on a preventative and curative basis with turf fertilization.• Fungicide applications shall be applied on an as-needed basis.

SERVICE	FREQUENCY	SPECIFICATION DETAILS
IRRIGATION SYSTEM INSPECTIONS	12	<ul style="list-style-type: none">• Irrigation system inspections to be performed on a monthly basis.• Activate each zone of the system.• Setting of all controllers to assure proper water management according to weather conditions and seasonal requirements and municipal guideline adherence.• Testing rain sensor when applicable.• Visually check for any damaged heads or heads needing repair.• Clean, straighten or adjust any heads not functioning properly.• Report any valve or valve box that may be damaged in any way.• Provision of monthly irrigation system inspection reports that provide detailed listing of system breakages and an accompanying estimate for the labor and materials associated with the recommended repair.• Upon receipt of written approval from the client, all system repairs will be charged at an hourly rate of \$45.00 plus parts.• Repair work caused by Exclusive Landscaping Group, Inc. in the cause of our landscape maintenance activity is the





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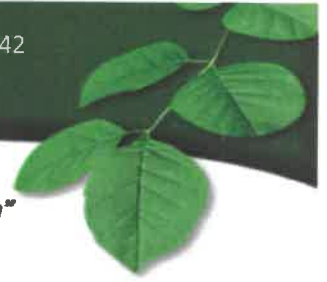
		<p>responsibility of Exclusive Landscaping Group, Inc. and will be repaired at no charge.</p> <ul style="list-style-type: none">• Exclusive Landscaping Group, Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscaping or irrigation system due to drought, freeze, irrigation deficiencies, storm damage, vandalism, pedestrian or vehicle damage.
TREE AND PALM TREE PRUNING AND TRIMMING (Over 10 ft. tall)	1	<ul style="list-style-type: none">• Booting and trimming of all trees and palm trees over a height of 10 ft. to be performed during the months of September or October.• Trees and palm trees will be trimmed at a cost of \$35.00 each.• No trees under utility lines will be pruned, this is the responsibility of the respective utility company, and no pruning will be done during or immediately following growth flushes.• Removal of all generated debris from the property.

SERVICE	FREQUENCY	SPECIFICATION DETAILS
SHRUB AND TREE PRUNING AND TRIMMING (Under 10 ft. tall)	AS NEEDED	<ul style="list-style-type: none">• Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness, and bloom.• Tree and palm tree pruning will be done as needed throughout the year and limited to branches and/or brown fronds and seed heads.• No green palm fronds shall be removed.• Branches will be pruned just outside the branch collar.• No trees under utility lines will be pruned, this is the responsibility of the respective utility company, and no pruning will be done during or immediately following growth flushes.• Pruning paint markers will not be applied





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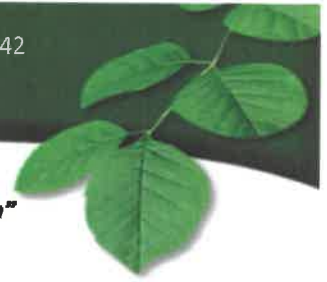
		<ul style="list-style-type: none">• Sucker growth will be removed by hand from the base of trees.• Removal of all generated debris from the property.
WEED CONTROL	24	<ul style="list-style-type: none">• Weed control in curbs, ground between plants, joints in walks, decks and driveways will be performed using appropriate manual (hand pulling), mechanical (spin trimming) and/or chemical control (herbicide).• Herbicides may be applied for heavy weed infestations if approved by client, and it will be applied with care not to injure adjacent plants.• Weed control is expected to be performed at a frequency of two (2) times per month.

SERVICE	FREQUENCY	SPECIFICATION DETAILS
REPLACEMENT OF MULCH BEDS	Per Customer Request	<ul style="list-style-type: none">• Replacement of mulch beds \$45.00 per yard• Any additional mulch replacement out of the scope of the frequency will incur in an additional charge of \$45.00 per yard.
FLOWERS and PLANTS INSTALLATION	Per customer request	<ul style="list-style-type: none">• Installation of 4" annuals in all existing annual beds performed at quarterly intervals.• Annual rotations shall include the provision of all necessary soil amendments and potting media.• Annual flowers: Cost per unit: Between \$1.79 and \$4.50• Perennials: Cost per unit: Between \$5.00 and \$12.00• Provision of necessary maintenance rotations inclusive of fungicide and fertilization applications to be provided as needed.
OTHER	AS NEEDED (Priced by contractor on a per job basis)	Works performed under this section will be completed on a time and material basis and it is not included in the contract maintenance price.





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		<p>Estimates for proposed work will be submitted to the proper authorizing person for approval before the extra work is started.</p> <p>Example of services offered are:</p> <ul style="list-style-type: none">• Major clean up due to storms, hurricanes, tornadoes and other Acts-of-God.• Large tree removal and trimming.• Installation of rain shut-off device.• Removal of plant material that has died due to winter freezes, floods, fire or other Acts-of-God.
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SERVICE	FREQUENCY	SPECIFICATION DETAILS
OTHER	AS NEEDED (Priced by contractor on a per job basis)	<ul style="list-style-type: none">• Landscape additions/ renovations/ transplanting. Transplanting of existing trees will be accomplished during January/February for dormant species and April-August for palms.• Plant or turf replacement (not attributed to Contractor negligence).• Maintenance of aquatic sites.• General hauling.• Major irrigation system modifications.• Interior plant maintenance.

V- GENERAL CONSIDERATIONS

A- Uniforms

- The Contractor's employees will, at all times, wear the company's uniform while on the Client's property.





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- The Contractor's employees shall wear OSHA approved work boots at all times and OSHA approved safety apparel when conditions or the situation requires it, while on the Client's property.

B- Site Inspections

We consider a good practice to perform on a regular basis, either monthly or quarterly, scheduled site inspections between the Contractor and the Client

C- Clean Up

- All excessive trimmings and clippings and any accumulated trash, litter, and/or debris on the property will be removed and disposed of during the visits performed.
- Fallen limbs larger than 2" in diameter or excessive storm debris are not included in the contract. The scope of work does not cover them.
- Any trash, debris, and/or litter not generated from the detail rotation can be placed into any available trash container or receptacle on the property.

VI- CONSIDERATIONS FOR INSURANCE, LICENSES, PERMITS AND LIABILITY

The Contractor will carry liability amounts and workmen's compensation coverage required by law on his operators and employees. The Contractor requires same of any sub-contractors and provides proof of same to the Client. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities in Client's property.

A- Situations which the Contractor may deem are his/her responsibility:

- Any damage due to operation of his equipment in performing the contract.
- Complying with all laws pertaining to protected plant species such as the mangrove.
- Damage to plant material due to improper horticultural practices.
- Improper replacement or retrofitting of irrigation system components.
- Injury to non-target organisms in application of pesticides.





B- Situations which the Contractor may deem are not his/her responsibility:

- Death or decline of plant materials due to improper selection, placement, planting, or maintenance done before the time of this contract.
- Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind or cold damages.
- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked.
- Damage due to vandalism.

Services	Annual Price	Monthly Price	Unit Price
Landscaping Maintenance for Common Areas	\$41,400.00	\$3450.00	
Fertilization/Pest Maintenance-	Included	Included	
Irrigation Inspection	Included	Included	
Additional Services			\$45.00 per hour
Irrigation Repairs			\$45.00 per hour plus parts
Annuals Installation			\$1.79 each.
Mulch Replacement			\$45.00 per yard
TOTAL	\$41,400.00	\$3450.00	

Additional Services:

720 Annuals with Labor is: \$1470.00 & Mulch is 124 yards with Labor is: \$6,030.00 Annually

Aerate Bermuda once per year is: \$1200.00 (Main Entrance/Focal Points)

87 Palms trimmed once per year is: \$3,023.00 annually

Additional Notes:

Bermuda will be mowed with a reel mower it will be cut at 4 inches, per Pulte who wants it's to look a little more fluffy. Bahia will be cut at 3.5 inches.





TERM OF THE CONTRACT

This is a two (2) year contract effective upon the Client(s) signature. In addition, the Client may elect to extend this contract for up to twelve additional months at the same terms. Any additional or unscheduled services agreed on by Client and Contractor should be billed separately and paid for at the time of service.

CANCELLATION:

The Client may cancel this contract in writing, if the reason for cancellation is service related, by providing written notice to the Contractor via certified mail with at least 30 days notice. The Contractor asks that the Client allow the opportunity to correct the grievance prior to written communication of cancellation. If no reason for cancellation is given or the cancellation is not related to services provided, this contract cannot be cancelled until the term is completed. Monthly fees shall be due to Contractor by the end of the calendar month following the month in which such goods/services were provided. Any past due amounts shall accrue interest at 5% per month. Contractor may cancel this contract in writing if Client does not pay any amounts within 30 days after the date due. Upon any cancellation of this contract, Client shall pay Contractor for the pro rata value of any complimentary goods or services provided by Contractor in the twelve (12) months prior to such cancellation date, based on the number of months since such goods/services were provided divided by 12-months, with partial months to be considered an additional month.





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VII- EXECUTION OF THE CONTRACT

By signing below, the undersigned parties hereby warrant that they are authorized representatives of their respective companies, and that have the authority to bind their employer and/or principal.

CLIENT's APPROVAL

Signed by: _____

Print
Name: _____

Company: _____

Date: ____ / ____ / ____

CONTRACTOR's APPROVAL

Signed by: Jeremy Lapaglia

Company: Exclusive Landscaping Group, Inc.

Date: ____ 1 ____ / ____ 28 ____ / ____ 2021 ____





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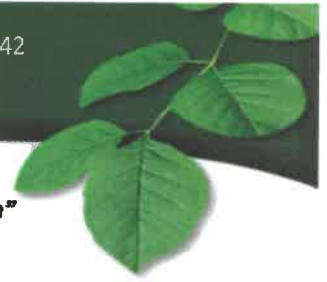
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Uniforms





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References:

Hamid Medrano- Property Manager

305-586-6722

Ron Shipwash – Property Manager

954-601-7161

Nigel Gough- Board President of Falcon Trace

407-491-7117

Carlos Cortez- Board President of Little Creek

407-319-3850



EXHIBIT "B"
LANDSCAPE MAINTENANCE AREAS

**EXHIBIT “C”
FORM OF ADDITIONAL SERVICES ORDER**

**WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated _____, 2021 authorizes certain work in accordance with that certain *Agreement for Landscape and Irrigation Maintenance Services* (the “**Agreement**”), dated _____, 2021, by and between:

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

EXCLUSIVE LANDSCAPING GROUP, INC., a Florida corporation, with a mailing address of P.O. Box 420812, Kissimmee, Florida 34742 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

EXCLUSIVE LANDSCAPING GROUP, INC.,

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

SECTION V

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF TREASURER AND APPOINTMENT OF ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sandmine Road Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated within **Polk** County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer, and appointment of an Assistant Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Jill Burns is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Ariel Lovera, is removed.

Section 2. Katie Costa is appointed Assistant Treasurer effective immediately.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th DAY OF FEBRUARY, 2021.

**SANDMINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIR/VICE-CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY

SECTION VI

SECTION C

SECTION 1

Sandmine Road
Community Development District

Unaudited Financial Reporting
December 31, 2020



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2	<u>GENERAL FUND</u>
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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:				
<u>General & Administrative:</u>				
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:				
<u>Series 2020</u>				
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
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

SECTION 2

Sandmine Road

Community Development District

Funding Request #7

November 23, 2020

Payee	General Fund FY2020	General Fund FY2021
1 Department of Economic Opportunity Inv# 83699 Special District Fee - October 2020		\$ 175.00
1 Governmental Management Services-CF, LLC Inv# 8 - Management Fees -October 2020		\$ 3,320.40
2 Hopping, Green & Sams Inv# 117446 - General Counsel -Aug2020 - Sept 2020	\$ 2,406.30	
3 The Ledger Inv# 1041560 - Notice of Meeting - Sept 2020	\$ 439.84	
	\$ 2,846.14	\$ 3,495.40
	Total:	\$ 6,341.54

Please make check payable to:

Grande Pines Community Development District
9145 Narcoossee RD Suite A-206
Orlando FL 32827

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2020/2021 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 83699			Date Invoiced: 10/01/2020
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2020: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

Sandmine Road Community Development District
Mr. George S. Flint
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801



2. Telephone:	(407) 841-5524
3. Fax:	(407) 839-1526
4. Email:	gflint@gmscfl.com
5. Status:	Independent
6. Governing Body:	Elected
7. Website Address:	Not on file - please provide. <u>www.sandmineroadcdd.com</u>
8. County(ies):	Polk
9. Function(s):	Community Development
10. Boundary Map on File:	05/13/2020
11. Creation Document on File:	05/13/2020
12. Date Established:	04/07/2020
13. Creation Method:	Local Ordinance
14. Local Governing Authority:	Polk County
15. Creation Document(s):	County Ordinance 20-023
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Assessments
19. Most Recent Update:	05/18/2020



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01 06 2020

BY: _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/5/20

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. _____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. _____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. _____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2018/2019 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

To: All Special District Registered Agents
From: Jack Gaskins Jr., Special District Accountability Program
Date: October 1, 2020
Subject: Fiscal Year 2020/2021 Annual State Fee and Update Requirements
Postmarked Due Date is December 2, 2020

This memo contains the instructions for complying with the annual state fee and update requirement using the enclosed *Fiscal Year 2020/2021 Annual Special District Fee Invoice and Update Form* (invoice / update form). The state fee remains \$175 per special district, unless the special district certifies that it is eligible for a zero fee. To avoid a \$25 late fee, the payment must be postmarked or paid online by **December 2, 2020**.

The Purpose of the Annual State Fee

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program within the Florida Department of Economic Opportunity (DEO) and requires DEO to annually collect a state fee from each special district to cover the costs of administering the Act. For more information, see www.FloridaJobs.org/SDAP.

The Purpose of Reviewing the Special District's Profile

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain specific information with DEO and requires DEO to make that information available through the *Official List of Special Districts* (www.FloridaJobs.org/OfficialList). The Florida Legislature, state agencies and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information and make informed policy decisions. Therefore, it is important for each special district's registered agent to annually review the information on the invoice / update form, make any needed corrections or updates directly on the invoice / update form and return it to DEO along with the state fee.

Reminders

Each newly created special district must have an official website by the end of the first full fiscal year after its creation. All other special districts should already have an official website that contains specific information (see www.FloridaJobs.org/SDWebsites#offwebsite). If the special district's official website address is not listed on the invoice / update form, the special district must provide it.

The recently updated *Florida Special District Handbook* (www.FloridaJobs.org/SpecialDistrictHandbook) covers general operating procedures for special districts. DEO encourages all special district staff and governing body members to review this handbook to help ensure compliance with state requirements.

(TURN OVER FOR INSTRUCTIONS)

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 8
Invoice Date: 10/1/20
Due Date: 10/1/20
Case:
P.O. Number:

Bill To:
Sandmine Road CDD
219 E Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - October 2020		2,916.67	2,916.67
Information Technology - October 2020		100.00	100.00
Dissemination Agent Services - October 2020		291.67	291.67 ✓
Office Supplies		0.36	0.36
Postage		6.00	6.00
Copies		5.70	5.70

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Total \$3,320.40

Payments/Credits \$0.00

Balance Due \$3,320.40

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6826
Tallahassee, FL 32314
850.222.7500

STATEMENT

September 10, 2020

Sandmine Road CDD
c/o George Flint
Governmental Management Services - Central Florida,
LLC
219 East Livingston Street
Orlando, FL 32801

Bill Number 117446
Billed through 08/31/2020

General

SMRCDD 00001 TFM

FOR PROFESSIONAL SERVICES RENDERED

08/07/20	EGRE	Prepare form of district engineering agreement.	0.80 hrs
08/12/20	EGRE	Prepare debt service assessment collection resolution and direct collect agreement.	1.90 hrs
08/13/20	TFM	Prepare direct collect resolution and direct collection agreement for FY 20-21 debt service assessments.	0.90 hrs
08/13/20	EGRE	Revise debt service assessment collection resolution.	0.50 hrs
08/17/20	EGRE	Review agenda package and prepare for Board meeting.	1.40 hrs
08/19/20	TFM	Attend call with Pulte and Flint to discuss CDD disclosure in real estate closings; follow-up from call and prepare disclosure of public finance.	1.60 hrs
08/20/20	TFM	Prepare for and attend Board meeting by phone; follow-up from meeting; prepare disclosure of public finance.	1.20 hrs
08/21/20	TFM	Confer with Russo regarding sales document language on CDDs.	0.30 hrs
08/28/20	TFM	Confer with Wrenn regarding stormwater pond cost share.	0.30 hrs
Total fees for this matter			\$2,392.50

DISBURSEMENTS

Conference Calls	7.54
Total disbursements for this matter	\$7.54

MATTER SUMMARY

Gregory, Emma C.	4.60 hrs	235 /hr	\$1,081.00
Mackie, A. Tucker Frazee	4.30 hrs	305 /hr	\$1,311.50

=====

TOTAL FEES	\$2,392.50
TOTAL DISBURSEMENTS	\$7.54
INTEREST CHARGE ON PAST DUE BALANCE	\$6.26
TOTAL CHARGES FOR THIS MATTER	\$2,406.30

BILLING SUMMARY

Gregory, Emma C.	4.60 hrs	235 /hr	\$1,081.00
Mackie, A.Tucker Frazee	4.30 hrs	305 /hr	\$1,311.50
TOTAL FEES			\$2,392.50
TOTAL DISBURSEMENTS			\$7.54
INTEREST CHARGE ON PAST DUE BALANCE			\$6.26
TOTAL CHARGES FOR THIS BILL			\$2,406.30

Please include the bill number with your payment.

RECEIVED

BY _____

LAKELAND, FL • WINTER HAVEN, FL
TEL: (866) 470-7133 • FAX: (863) 802-7825
FEDERAL ID#: 47-2464860

1 BILLING PERIOD		2 ADVERTISER / CLIENT NAME	
09/01/20 - 09/30/20		SANDMINE ROAD CDD	
23 TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	3 TERMS OF PAYMENT	
439.84		NET 15 DAYS	
21 CURRENT AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS
439.84	.00	.00	.00

ADVERTISING INVOICE and STATEMENT

24	INVOICE NUMBER	4	PAGE #	5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER / CLIENT NUMBER
	1041560		1		09/30/20		768129		

9	REMITTANCE ADDRESS
---	--------------------

THE LEDGER / NEWS CHIEF
P.O. BOX 913004
ORLANDO, FL 32891-3004

8 - 184
LAUREN VANDERVEER
SANDMINE ROAD CDD
219 E LIVINGSTON ST
ORLANDO FL 32801-1508



210104156000000439840

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10 DATE	11 NEWSPAPER REFERENCE	12/13/14 DESCRIPTION - OTHER COMMENTS/CHARGES	15 SAU SIZE 16 BILLED UNITS	17 TIMES RUN 18 RATE	19 GROSS AMOUNT	20 NET AMOUNT
08/31		BALANCE FORWARD				6,041.91
09/14	10	Payment on Account				-5,037.57
09/22	14	Payment on Account				-861.00
09/22		ADJ Credit Adj				-67.78
09/22		ADJ Credit Adj				-75.56
09/25	L060G0JCQ8 LEGAL LINE AD	BOARD OF SUPERVISORS MEETING DATES SAND LKL/FULL, LNET/FULL 0001 L060G0JCQ8 LAUREN V	1x92L	1	439.84	439.84
<p>WE APPRECIATE YOUR CONTINUED BUSINESS. CONTACT YOUR ACCT REP DIRECTLY REGARDING AD BILLING DISCREPANCIES.</p>						

STATEMENT OF ACCOUNT AGING OF PAST DUE ACCOUNTS

21	CURRENT NET AMOUNT DUE	22	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	439.84		.00	.00	.00			439.84

The Ledger **NEWS CHIEF**

**Questions on this Invoice call:
Tel: (866) 470-7133 Fax: (863) 802-7825**

GateHouse Media*

24 INVOICE NUMBER	25	GateHouse Media		
	1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER	2 ADVERTISER / CLIENT NAME
1041560	09/01/20 - 09/30/20	768129		SANDMINE ROAD CDD

Ledger, The

Sept. 25, 2020

Miscellaneous Notices

BOARD OF SUPERVISORS

MEETING DATES

SANDMINE ROAD COMMUNITY

DEVELOPMENT DISTRICT

FISCAL YEAR 2021

The Board of Supervisors of the Sandmine Road Community Development District will hold their regular meetings for Fiscal Year 2021 on the Third Thursday of each month, at 2227 Lelani Circle, Davenport, Florida 33897, at 2:00 p.m. unless otherwise indicated as follows:

October 15, 2020

November 19, 2020

December 17, 2020

January 21, 2021

February 18, 2021

March 18, 2021

April 15, 2021

May 20, 2021

June 17, 2021

July 15, 2021

August 19, 2021

September 16, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: www.sandmineroadcdd.com

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from

the District Manager, Governmental Management Services - Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint

District Manager

Governmental Management Services - Central Florida, LLC

9-25; 2020 JCQ8

Show results beginning at page:

SECTION 3

Sandmine Road

Community Development District

Funding Request #8
February 3, 2021

Payee		General Fund FY2020	General Fund FY2021
1	Governmental Management Services-CF,LLC		
	Inv# 9 - Management Fees -November 2020		\$ 3,357.53
	Inv# 10 - Management Fees -December 2020		\$ 3,323.07
	Inv# 11 - Management Fees -January 2021		\$ 3,309.40
2	Hopping, Green & Sams		
	Inv# 118115 - Review/Prepare/Audit letter - 09 2020	\$ 1,138.00	
3	The Ledger		
	Inv# 1042316 - Public Meeting- Oct 2020		\$ 1,099.01
		\$ 1,138.00	\$ 11,089.01
		Total:	\$ 12,227.01

Please make check payable to:

Sandmine Road Community Development District
6200 Lee Vista BLVD Suite 300
Orlando FL 32822

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Bill To:

Sandmine Road CDD
219 E Livingston St.
Orlando, FL 32801

Invoice #: 9
Invoice Date: 11/1/20
Due Date: 11/1/20
Case:
P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - November 2020		2,916.67	2,916.67
Information Technology - November 2020		100.00	100.00
Dissemination Agent Services - November 2020		291.67	291.67
Office Supplies		2.50	2.50
Postage		43.54	43.54
Copies		3.15	3.15

RECEIVED

JAN 13 2021

Total \$3,357.53

Payments/Credits \$0.00

Balance Due \$3,357.53

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 10
Invoice Date: 12/1/20
Due Date: 12/1/20

Bill To:
Sandmine Road CDD
219 E Livingston St
Orlando, FL 32801

Case:
P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - December 2020 001-310-51200-34000		2,916.67	2,916.67
Information Technology - December 2020 001-310-51300-35100		100.00	100.00
Dissemination Agent Services - December 2020 001-310-51200-31300		291.67	291.67
Postage 001-310-51300-42000		14.73	14.73

RECEIVED DEC 07 2020

Total \$3,323.07

Payments/Credits \$0.00

Balance Due \$3,323.07

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

001
00001

Invoice

Invoice #: 11
Invoice Date: 1/1/21
Due Date: 1/1/21
Case:
P.O. Number:

Bill To:
Sandmine Road CDD
219 E Livingston St
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - January 2021 tot. 310 - 51200 - 24000		2,916.67	2,916.67
Information Technology - January 2021 tot. 310 - 51200 - 35100		100.00	100.00
Dissemination Agent Services - January 2021 tot. 210 - 51200 - 31300		291.67	291.67
Office Supplies tot. 310 - 51200 - 51000		0.06	0.06
Postage tot. 310 - 51200 - 42000		1.00	1.00

RECEIVED

JAN 08 2021

Total	\$3,309.40
Payments/Credits	\$0.00
Balance Due	\$3,309.40

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

October 10, 2020

Sandmine Road CDD
c/o George Flint
Governmental Management Services - Central Florida,
LLC
219 East Livingston Street
Orlando, FL 32801

Bill Number 118115
Billed through 09/30/2020

RECEIVED

DEC 10 2020

General
SMRCDD 00001 TFM

FOR PROFESSIONAL SERVICES RENDERED

BY: _____

09/02/20	DGW	Review, record and disseminate financing documents.	1.60 hrs
09/14/20	EGRE	Review agenda package and prepare for Board meeting.	1.20 hrs
09/17/20	TFM	Prepare for and attend Board meeting by phone; follow-up from meeting.	1.20 hrs
09/22/20	EGRE	Revise audit award letters.	0.30 hrs
09/22/20	DGW	Draft audit award letters.	1.20 hrs
09/30/20	ACW	Review Executive Order 20-246 and prepare summary of meeting requirements.	0.10 hrs
Total fees for this matter			\$1,138.00

MATTER SUMMARY

Willson, Alyssa C.	0.10 hrs	275 /hr	\$27.50
Wilbourn, David - Paralegal	2.80 hrs	140 /hr	\$392.00
Gregory, Emma C.	1.50 hrs	235 /hr	\$352.50
Mackie, A.Tucker Frazee	1.20 hrs	305 /hr	\$366.00

TOTAL FEES \$1,138.00

TOTAL CHARGES FOR THIS MATTER \$1,138.00

BILLING SUMMARY

Willson, Alyssa C.	0.10 hrs	275 /hr	\$27.50
Wilbourn, David - Paralegal	2.80 hrs	140 /hr	\$392.00
Gregory, Emma C.	1.50 hrs	235 /hr	\$352.50
Mackie, A.Tucker Frazee	1.20 hrs	305 /hr	\$366.00

001.310.31800.31500

General

Bill No. 118115

Page 2

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TOTAL FEES

\$1,138.00

TOTAL CHARGES FOR THIS BILL

=====

\$1,138.00

Please include the bill number with your payment.

The Ledger News Chief

LAKELAND, FL • WINTER HAVEN, FL
TEL: (866) 470-7133 • FAX: (863) 802-7825
FEDERAL ID# 47-2464860

1 BILLING PERIOD		2 ADVERTISER / CLIENT NAME	
10/01/20 - 10/31/20		SANDMINE ROAD CDD	
23 TOTAL AMOUNT DUE		3 TERMS OF PAYMENT	
1,538.85		NET 15 DAYS	
21 CURRENT AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS
1,099.01	439.84	.00	.00

ADVERTISING INVOICE and STATEMENT

24 INVOICE NUMBER	4 PAGE #	5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER
1042316	1	10/31/20	768129	

8 - 187
LAUREN VANDERVEER
SANDMINE ROAD CDD
219 E LIVINGSTON ST
ORLANDO FL 32801-1508



9 REMITTANCE ADDRESS

THE LEDGER / NEWS CHIEF
P.O. BOX 913004
ORLANDO, FL 32891-3004

210104231600001538858

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10 DATE	11 NEWSPAPER REFERENCE	12 DESCRIPTION - OTHER COMMENTS/CHARGES	13 SAU SIZE BILLED UNITS	14 TIMES RUN RATE	15 GROSS AMOUNT	16 NET AMOUNT
09/30 10/12 10/08	1041685 LO60G0JD6H LEGAL LINE AD	BALANCE FORWARD ADJ T1204796 TRF LO60G0JC8L PUBLIC MEETING HELD DURING PUBLIC HEALTH LKL/FULL, LNET/FULL 0001 LO60G0JD6H Lauren	1x113L	1	537.84	439.84 LV 561.17 537.84
<p style="text-align: center;">RECEIVED</p> <p style="text-align: center;">JAN 13 2021</p> <p style="text-align: center;">1-310-513-480</p> <p>YOUR ACCOUNT REFLECTS A PAST DUE BALANCE WHICH MUST BE RECEIVED BEFORE THE 15TH TO AVOID SUSPENSION.</p>						

STATEMENT OF ACCOUNT AGING OF PAST DUE ACCOUNTS

21 CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
1,099.01	439.84	.00	.00		1,538.85

The Ledger News Chief

Questions on this Invoice call:
Tel: (866) 470-7133 Fax: (863) 802-7825

GateHouse Media

24 INVOICE NUMBER	25 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER	2 ADVERTISER / CLIENT NAME
1042316	10/01/20 - 10/31/20	768129		SANDMINE ROAD CDD

AFFIDAVIT OF PUBLICATION THE LEDGER

Lakeland, Polk County, Florida

STATE OF FLORIDA)
COUNTY OF POLK)

Before the undersigned authority personally appeared Olga L. Rodriguez Martin, who on oath says that she is an Account Executive for Advertising at The Ledger, the owner of The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE

In the matter of BOARD MEETING

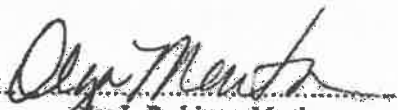
Concerning SANDMINE ROAD CDD

was published in newspaper and on-line in the issues of

9-10-2020

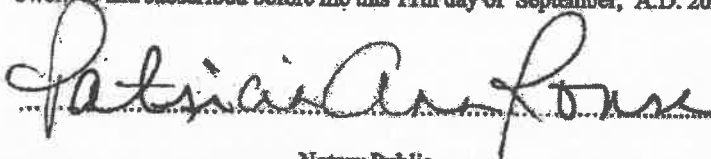
Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed



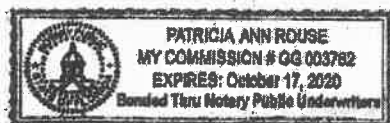
Olga L. Rodriguez Martin
Advertising Account Executive
Who is personally known to me.

Sworn to and subscribed before me this 11th day of September, A.D. 2020



Notary Public

(Seal)



PUBLIC MEETING HELD DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19 NOTICE OF BOARD OF SUPERVISORS MEETING OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT NOTICE OF AUDIT COMMITTEE MEETING

Notice is hereby given that the Board of Supervisors (Board) of the Sandmine Road Community Development District (District) will hold a regular meeting of the Board of Supervisors on Thursday, September 17, 2020 at 2:00 P.M. immediately preceding the Board meeting will be a meeting of the Audit Committee of the Sandmine Road Community Development District. The meetings are to be conducted by the following means of communications media technology, Zoom Video Conferencing (Access information is provided below), pursuant to Executive Order 20-32, 20-33, 20-112, 20-150 and 20-172 issued by Governor DeSantis on March 5, 2020, March 20, 2020, April 29, 2020, June 23, 2020 and July 30, 2020 respectively, and any extensions or amendments thereto, and pursuant to Section 190.54(5)(b)2, Florida Statutes. The meeting is being held for the necessary public purpose of considering several agenda items. At such time, the Board is so authorized and may consider any business that may properly come before it. If conditions allow the meetings to occur in person, they will be held at the 2227 Lateral Circle, Davenport, Florida 33807.

While it is necessary to hold the above referenced meeting of the District Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to hear and participate in the meeting can do so at <https://zoom.us/join/9445074> or by the following: Dial +1 940 978 9923, Meeting ID: 944 5074. If you do not have access to a telephone or if you need assistance using Zoom, please contact the District Manager's Office in advance of the meeting by emailing dm@grmcc.com or by calling 407-941-5284. Written public comments and questions can also be emailed or mailed to the District Manager's Office at Governmental Management Services, c/o Sandmine Road CDD, 224 East Livingston Street, Orlando, Florida 32801. Comments and questions received by 2:00 p.m. the day prior to the meeting will be read into the record at the meeting and become part of the permanent record of the meeting.

A copy of the agenda may be obtained by emailing the District Manager at dm@grmcc.com or calling 407-941-5284 in advance of the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record of such meeting. There may be occasions when Board Supervisors or District staff may participate by speaker telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TDD) / 1-800-955-8770 (Voice), for assistance in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George Flint
District Manager
Governmental Management Services
A Central Florida, LLC
9-10-2020 JCS7

AFFIDAVIT OF PUBLICATION
THE LEDGER
Lakeland, Polk County, Florida

STATE OF FLORIDA)
COUNTY OF POLK)

Before the undersigned authority personally appeared Olga L. Rodriguez Martin, who on oath says that she is an Account Executive for Advertising at The Ledger, the owner of The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being an

PUBLIC NOTICE

In the matter of **MEETING**

Concerning **SANDIMINE ROAD CDD**

was published in newspaper and on-line in the issues of

10-8, 2020

Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed: Olga L. Rodriguez Martin
Olga L. Rodriguez Martin
Advertising Account Executive
Who is personally known to me.

Sworn to and subscribed before me this 8th day of October, A.D. 2020

Patricia Ann Rouse

(Seal)

