

*Sandmine Road
Community Development District*

Agenda

August 20, 2020

AGENDA

Sandmine Road

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

August 13, 2020

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

Dear Board Members:

The special meeting of the Board of Supervisors of Sandmine Road Community Development District will be held **Thursday, August 20, 2020 at 2:00 PM via Zoom; by following this link <https://zoom.us/j/96553449074> or by calling in via (646) 876-9923 and entering the Meeting ID: 965 5344 9074.** Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 16, 2020 Meeting and Acceptance of Minutes of the May 21, 2020 Landowners' Meeting
4. Consideration of Resolution 2020-35 Finalizing the Assessments for the District's Special Assessment Revenue Bonds, Series 2020
5. Consideration of Resolution 2020-36 - Debt Service Assessment Collection
6. Consideration of Agreement with Pulte Home Company, LLC for Direct Collection of Fiscal Year 2021 Debt Service Assessments
7. Consideration of Agreement with Osceola Engineering, Inc. for Professional Engineering Services
8. Appointment of Audit Committee and Chairman
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Consideration of FY20 Funding Request #5
10. Other Business
11. Supervisors Requests
12. Adjournment

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. 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 fourth order of business is approval of the minutes of the July 16, 2020 meeting and acceptance of minutes of the May 21, 2020 Landowners' meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2020-35 Finalizing the Assessments for the District's Special Assessment Revenue Bonds, Series 2020. A copy of the resolution is enclosed for your review. The Engineers Report and Supplemental Assessment Methodology are included. Other Exhibits will be sent out under separate cover.

The fifth order of business is consideration of Resolution 2020-36 debt service assessment collection. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of agreement with Pulte Home Company, LLC for direct collection of Fiscal Year 2021 debt service assessments. A copy of the agreement is enclosed for your review.

The seventh order of business is consideration of agreement with Osceola Engineering, Inc. for Professional Engineering Services. A copy of the agreement is enclosed for your review.

The eighth order of business is appointment of audit committee and chairman. There is no backup.

The ninth order of business is staff reports. Section C is the District Manager's report. Section 1 includes the balance sheet and income statement for your review. Section 2 is the consideration of FY20 funding request #5. A copy of the funding requests and supporting invoices are enclosed for your review.

Following the adjournment of the Board of Supervisor's meeting, there will be a meeting of the Audit Committee to approve the Request for Proposals and selection criteria and the notice of RFP for auditing services. Enclosed for your review are copies of the RFP, selection criteria, and RFP notice.

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

Sincerely,



George S. Flint
District Manager

CC: Darrin Mossing, GMS

Enclosures

BOARD OF SUPERVISORS MEETING

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, July 16, 2020 at 2:00 p.m. via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69, 20-112, and 20-150 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, and June 23, 2020 respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum were:

Wesley Hunt	Chairman
Aaron Struckmeyer	Vice Chairman
Eric Baker	Assistant Secretary
Amy Steiger	Assistant Secretary

Also present were:

George Flint	District Manager
Tucker Mackie	District Counsel
Emma Gregory	District Counsel
Broc Althafer	District Engineer
Steve Zucker	Shutts & Bowen
Steve Sanford	Bond Counsel

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint recognized that this was a Zoom meeting per the governors executive order which allows government entities to meet without a physical quorum. The website and legal notice provided instructions for any members of the public that would like to participate. There were no members of the public attending via Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Doug Hoffman

Mr. Flint stated that a resignation was received from Doug Hoffman after the last meeting. Mr. Flint asked for a motion to accept the resignation.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, Acceptance of Doug Hoffman's resignation, was approved.

B. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2022

Mr. Flint stated that any time there is a vacancy during a Board Members term, the remaining Board Members appoint a replacement through the end of the term. He noted Doug's seat had a term expiring in 2022. Mr. Flint asked for nominations for the vacancy. Mr. Struckmeyer nominated Chris Wrenn. Mr. Flint asked for a motion to appoint Chris Wrenn.

On MOTION by Mr. Struckmeyer, seconded by Mr. Baker, with all in favor, the Nomination of Chris Wrenn for the Board Vacancy, was approved.

C. Administration of Oath of Office to Newly Appointed Supervisor

Mr. Flint explained to Chris that since the meeting was not being held physically that he can't be sworn in right now. Mr. Flint noted that Mr. Wrenn would be provided with the Oath of Office Form and anything else that needs to be filled out by Board Members. Mr. Flint asked him to have it signed by a notary prior to the next Board meeting and after that he could then participate as a full Board Member. Mr. Flint stated at this point he could participate in the discussions to an extent, but he would not be able to vote on anything. Mr. Flint noted a quorum was present without Mr. Wrenn.

D. Consideration of Resolution 2020-32 Electing an Assistant Secretary

Mr. Flint presented the resolution electing the nominated person as an Assistant Secretary. He noted Doug was serving as an Assistant Secretary previously. Mr. Flint asked for a motion to approve Chris Wrenn as an Assistant Secretary. Mr. Flint also stated that the officers could change

positions if the Board wished to do so. Mr. Struckmeyer motioned to make Chris an Assistant Secretary.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, Resolution 2020-32 Electing Chris Wrenn as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the June 5, 2020 and June 18, 2020 Meetings

Mr. Flint asked if the Board had any comments or corrections to the minutes.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, the minutes of the June 5th, 2020 and June 18th, 2020 meetings, were approved.

FIFTH ORDER OF BUSINESS

Public Hearings

A. Consideration of Resolution 2020-33 Adopting the Fiscal Year 2020 & 2021 Budgets and Relating to the Annual Appropriations

Mr. Flint asked for a motion to open the Public Hearing.

On MOTION by Mr. Struckmeyer, seconded by Mr. Baker, with all in favor, Opening the Public Hearing, was approved.

Mr. Flint stated a proposed budget was previously adopted and the Board set the date, place, and time for adoption of the budgets for Fiscal Year 2020 and 2021. Exhibit 'A' to the resolution is a budget for both fiscal years. Mr. Flint noted that it is a standard administrator budget. The Fiscal Year 2020 budget is prorated for the full 12 months. He stated that the resolution contemplates the District entering into a Developer Funding Agreement with Pulte Home Company, LLC. He stated this budget and resolution would be attached to the funding agreement. He stated the developer would only be obligated to pay the actual costs. Adopting the budget doesn't obligate the developer for the full amount, it only obligates the developer for what the actual expenses are. Mr. Flint asked if there were any questions.

Mr. Flint stated for the record there were no members of the public participating. Mr. Flint brought it back to the Board for consideration of Resolution 2020-33.

Mr. Struckmeyer asked if the budget and expenditures could be put in as an ongoing costs as part of the assessments on the individual lots they must be funded by the developer. Mr. Flint stated this first year a Developer Funding Agreement would have to be entered because they could not impose Operation & Maintenance Assessments. Mr. Flint stated it could be done for the next fiscal year.

Mr. Flint stated this is just administrative and operational expenses would be coming online. Then going into Fiscal Year 2022, which starts in October, assessments would be in place that will be reflected on the November 2021 tax bill. Mr. Flint asked for a motion if there were no further questions or discussion.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, Resolution 2020-33 Adopting the Fiscal Year 2020 & 2021 Budgets and Relating to the Annual Appropriations, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2021 Budget Funding Agreement

Mr. Flint stated the budgets that were just approved would be attached to this agreement. He stated the District will submit funding requests as expenses are incurred. The funding requests will end up being on the agenda for ratification or approval depending on the timing. He noted this is a two party agreement. To the extent Pulte has any questions before executing, changes can be made with District Counsel and any comments will be considered. Mr. Flint asked for any questions on the funding agreement. Hearing none,

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, the Fiscal Year 2021 Budget Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2020-34
Delegation Resolution**

Mr. Flint noted that Steve Sanford, Bond Counsel, was on the line as well as Emma Gregory District Counsel. Mr. Flint asked Steve to present his delegation resolution.

Mr. Sanford introduced himself from Greenburg Taurig serving as Bond Counsel to the District. Mr. Sanford noted that the Board at this meeting is setting forth certain parameters which if they are met the Chair or the Vice Chair will be authorized to sign a bond purchase contract without the need for a special meeting. In effect, the parameters make the signing of the bond purchase contract an administrative act which can take place outside of a public meeting. The resolution also asks the Board to approve certain documents.

Mr. Sanford noted that the Board adopted a resolution in April authorizing up to \$25,000,000 in bonds and approved a form of a Master Trust Indenture and Supplemental Indenture. The purpose of that resolution was to be able to go into Circuit Court and validate the bonds. He noted he thought the validation hearing was set for July 20th. It was always contemplated at the time the resolution was adopted that they would come back before the Board with a subsequent resolution that would have the documents relating to the first series of bonds to be approved by the Board. Those documents all in substantially final form are, one the Preliminary Limited Offering Memorandum which is the perspectives which is used by the underwriter (FMS Bonds) to solicit purchases of the bonds. Once the bonds are sold that preliminary offering memorandum will be turned into a final document and it will have all of the final bond terms, redemption provisions, and sources and uses. The next document that will be approved is the Bond Purchasing Agreement itself and that's between the District and the underwriter. That's the agreement that gets signed by the Chair or Vice Chair once the bonds are sold. It sets forth all of the conditions, opinions, certificates, and other deliverables that are required to get to the finish line. The next document is the Continuing Disclosure Agreement. That's an agreement between the District, GMS (serving as Dissemination Agent), and the developer. This is something that is required under SEC rules. It requires that there be annual disclosure of the operating data concerning the District as well as a status of the development and the project. It also requires disclosure within ten business days of any material events, which are enumerated in that agreement. Material events would be a draw on the reserve or a default principal in interest, etc. The last document the Board is being asked to approve is the Supplemental Indenture, even though the Board has already approved a form of the supplemental indenture. He requested for the Board

to reapprove the document which is between the District and the Trustee which is US Bank. This is because they fine-tuned the agreement and had received some comments and they would like to have it approved pursuant to this resolution.

Mr. Sanford noted that there is also language in the resolution that there is a Methodology Report and an Engineer's Report. He noted that instead of having a special meeting if there is any need to modify or tweak either one of those reports in connection with the sale of the bonds this resolution authorizes those changes to be made without the need for a special meeting.

Lastly section three of the resolution is the parameters. The parameters are that the maximum amount of bonds authorized for this first series of bonds which only pertains to Assessment Area 1 cannot exceed \$7,000,000. It does not bind the Board to issue \$7,000,000 that's just a not-to-exceed amount. The maximum net interest rate is governed by Florida Statutes. Third it sets forth the compensation of the underwriter. How that works is the underwriter buys the bonds from the District at .98 cents on the dollar. They turn around and sell the bonds for the dollar and the difference is the compensation to the underwriter. If the underwriter comes back and says I need more, they couldn't pay more without coming to the Board. Mr. Sanford states he is confident that's the set price for the underwriter. He asked for questions and if no questions he recommended to move to adopt Resolution 2020-34.

On MOTION by Mr. Struckmeyer, seconded by Mr. Baker, with all in favor, Resolution 2020-34 Delegation Resolution, was approved.

EIGHTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Selection of District Engineer

Mr. Flint stated under the CCNA Act the District is required to bid out engineering services that exceed a certain amount of dollars. An RFP for engineering services was issued and advertised. As a result, one response was received from Osceola Engineering. Ranking criteria was approved by the Board and included in the notice. Mr. Flint noted that the rules do provide the Board with the ability to rebid it since they only received one response. The Board had the option to rebid it, or choose to authorize staff to negotiate an agreement with Osceola Engineering.

Mr. Struckmeyer stated he was good with proposed engineer and authorizing the negotiation of the services with Osceola Engineering.

On MOTION by Mr. Struckmeyer, seconded by Mr. Baker, with all in favor, Selection of Osceola Engineering for District Engineering Services and Authorization of Staff to Negotiate an Agreement, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gregory stated that the bond validation is scheduled for July 20th and the calendar invites were sent out. The hearing will be held by Zoom. Everyone is asked to attend by video so that in the event the judge wants testimony you will be able to be sworn in virtually. She also updated the Board on the Senate Bill 14-66. The bill does 2 things. It amends the Districts website requirements so that less materials have to be posted on the website. That will come into effect once the Districts website goes online. It also clarifies the applicability of abuse of public position provisions. She stated it basically means under certain sections of Florida Statutes this bill has clarified that public officials governed by those sections are not abusing their public position when acting in accordance with those sections. She asked for questions from the Board.

Mr. Flint asked if the Chair was requested or someone from Pulte to participate as well. Ms. Gregory stated yes, that they spoke with Eric Baker (Pulte) and he is going to attend the validation.

B. Engineer

Mr. Althafer had nothing further to report to the Board.

C. District Manager's Report.

i. Balance Sheet and Income Statement

Mr. Flint noted the unaudited financials through June 30th. There was no action required.

ii. Consideration of FY20 Funding Request #4

Mr. Flint stated that Funding Request #4 is in the amount of \$11,736.77. He noted that the expenses relate to financing and the bond issuance. Mr. Flint asked for any questions on Funding Request #4.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, FY20 Funding Request No. 4, was approved.

iii. Approval of Fiscal Year 2021 Meeting Schedule

Mr. Flint stated each year an annual meeting schedule is approved. On the agenda it has been prepared with the Board meeting the 3rd Thursday at 2:00 p.m. at the construction trailer at 2227 Lelani Circle Davenport, Florida 33897. The meetings are scheduled monthly. In the event that no meeting is required it can be cancelled. He noted the date, place, time and frequency can be changed if the dates don't work for the Board. He asked for comments, thoughts, or questions on the proposed times.

Mr. Flint noted that in August they are waiting to see whether the governor extends the executive order again or whether it will be physical meetings after August 1st. Mr. Flint stated if meetings are still remote there is language that gives the Board the authority to continue to meet remotely if needed. Mr. Flint asked for motion is if the date, place, and time were agreeable.

On MOTION by Mr. Struckmeyer, seconded by Ms. Steiger, with all in favor, Fiscal Year 2021 Meeting Schedule, was approved.

TENTH ORDER OF BUSINESS

Other Business

Mr. Flint asked for any other comments. There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Request

Mr. Zucker asked when the next meeting was scheduled in August. Mr. Flint noted it was Thursday August 20th at 2:00 p.m. Mr. Zucker stated he didn't know the schedule on the bond closing but wasn't sure the 30 day appeal period would run by then. He stated a special meeting might have to be held to approve any final documents since the closing is in August.

Mr. Flint stated that would be coordinated once the underwriter determines the timing on the pricing. He acknowledged the appeal period would be pretty tight on that. He stated a special meeting might be scheduled or wait until September. He stated he would coordinate and get it advertised.

TWELTH ORDER OF BUSINESSES

Adjournment

Mr. Flint adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
SANDMINE ROAD
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Sandmine Road Community Development District was held Thursday, May 21, 2020 at 2:00 p.m. at 1775 Sand Mine Road, Davenport, Florida.

In attendance was:

George Flint

District Manager, GMS

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Flint noted that he was in possession of a landowner proxy from Pulte Home Company, LLC. It was executed by Aaron Struckmeyer as a representative of the legal owner, and it designates George Flint as the proxy holder. The proxy is dated May 15, 2020.

There were 151 authorized votes represented.

SECOND ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners Meeting**

Mr. Flint designated himself as the Chairman for purposes of conducting the meeting. He noted that there were no other landowners or members of the public present.

FOURTH ORDER OF BUSINESS

**Nominations for the Position of
Supervisor**

Mr. Flint nominated Mr. Wesley Hunt, Mr. Aaron Struckmeyer, Ms. Amy Steiger, Mr. Douglas Hoffman, and Mr. Eric Baker for the five positions. There were no other nominations.

SIXTH ORDER OF BUSINESS

Casting of Ballots

Mr. Flint casted 151 votes for Mr. Hunt, 151 votes for Mr. Struckmeyer, and 150 votes for Ms. Steiger, Mr. Hoffman, and Mr. Baker.

SEVENTH ORDER OF BUSINESS

Ballot Tabulation

Mr. Hunt:	151 votes
Mr. Struckmeyer:	151 votes
Ms. Steiger:	150 votes
Mr. Hoffman:	150 votes
Mr. Baker:	150 votes

SEVENTH ORDER OF BUSINESS

Supervisors' Request

There being none, the next item followed.

EIGHTH ORDER OF BUSINESSES

Adjournment

Mr. Flint adjourned the meeting at 2:05 p.m.

SECTION IV

RESOLUTION 2020-35

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2020 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2020 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2020 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Sandmine Road Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after notice and public hearing, Resolution 2020-31, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2020-31, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on August 14, 2020, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$6,590,000 Sandmine Road Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One) (the "**Series 2020 Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution 2020-31, the District desires to set forth the particular terms of the sale of the Series 2020 Bonds and confirm the levy of special assessments securing the Series 2020 Bonds (the "**Series 2020 Assessments**").

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2020-31.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Sandmine Road Community Development District hereby finds and determines as follows:

(a) On June 18, 2020, the District, after due notice and public hearing, adopted Resolution 2020-31, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Master Engineer's Report* dated April 16, 2020, prepared by the District Engineer, Osceola Engineering, Inc., and attached to this Resolution as **Exhibit A** (collectively, the "**Engineer's Report**"), identifies and describes the presently expected components of the Phase 1 Improvements to be financed in whole or in part with the Series 2020 Bonds (the "**Phase One Project**"), and sets forth the estimated costs of the Phase One Project as \$8,579,489.86. The District hereby confirms that the Phase One Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2020 Bonds is hereby ratified.

(c) The *Supplemental Assessment Methodology Report for Assessment Area One*, dated August 20, 2020, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Assessment Methodology Report for Assessment Area One*, dated April 16, 2020, and approved by Resolution 2020-31 on June 18, 2020 (the "**Master Assessment Report**"), to the Phase One Project and the actual terms of the Series 2020 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2020 Bonds.

(d) The Phase One Project will specially benefit all of the 306 platted lots within Phase 1 of the development within the District ("**Assessment Area One**"), as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Phase One Project financed with the Series 2020 Bonds to the specially benefitted properties within Assessment Area One as set forth in Resolution 2020-31 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2020 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2020 BONDS. As provided in Resolution 2020-31, this Resolution is intended to set forth the terms of the Series 2020 Bonds and the final amount of the lien of the Series 2020 Assessments securing those bonds. The Series 2020 Bonds, in an aggregate par amount of \$6,590,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2020 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2020 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2020 Assessments securing the Series 2020 Bonds on all 306 platted lots within Assessment Area One, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2020

Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2020 ASSESSMENTS SECURING THE SERIES 2020 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2020 Assessments securing the Series 2020 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2020 Bonds. The estimated costs of collection of the Series 2020 Assessments for the Series 2020 Bonds are as set forth in the Supplemental Assessment Report.

(b) To the extent that land is added to Assessment Area One and made subject to the lien of the Series 2020 Assessments described in the Supplemental Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Phase One Project and reallocate the Series 2020 Assessments securing the Series 2020 Bonds in order to impose Series 2020 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated August 1, 2020, and First Supplemental Trust Indenture, dated August 1, 2020, the District shall for Fiscal Year 2020/2021, begin annual collection of Series 2020 Assessments for the Series 2020 Bonds debt service payments using the methods available to it by law. The Series 2020 Bonds include an amount for capitalized interest through November 1, 2020. Beginning with the first debt service payment on May 1, 2021, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2020 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Polk County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2020 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2020 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2020 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2020-31 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2020 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2020 Assessments against each respective parcel shall be and shall remain a legal, valid and binding

first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2020 Assessments securing the Series 2020 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2020-31, which remains in full force and effect. This Resolution and Resolution 2020-31 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 20th day of August, 2020.

ATTEST:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Engineer's Report
Exhibit B: Supplemental Assessment Report
Exhibit C: Maturities and Coupon of Series 2020 Bonds
Exhibit D: Sources and Uses of Funds for Series 2020 Bonds
Exhibit E: Annual Debt Service Payment Due on Series 2020 Bonds

EXHIBIT A

Engineer's Report

**SANDMINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**MASTER ENGINEER'S REPORT
INFRASTRUCTURE IMPROVEMENTS**

PREPARED FOR

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

PREPARED BY



April 16, 2020

SANDMINE ROAD CDD ENGINEER'S REPORT TABLE OF CONTENTS

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Broc L. Althafer, P.E. Date
Florida Engineer License No. 72321
Osceola Engineering, Inc. No. 26265

SANDMINE ROAD CDD MASTER ENGINEER'S REPORT

I. Introduction

a. Location and General Description. Sandmine Road Subdivision is a residential land development project (the "Development") located in eastern Polk County, Florida. The Development contains approximately 150.25 acres and is wholly contained within the limits of the Sandmine Road Community Development District (the "District"). The District is located north of Sandmine Road and east of US Highway 27, all within Section 13, Township 25 South, Range 26 East. The location of the District is graphically shown on **Exhibit 1-Location Map** and the District Boundaries are shown by phase on **Exhibit 2-District Legal Description**, both located within the **Appendix** of this report.

In accordance with the Polk County Comprehensive Plan, the Development is located within an area assigned future land use of Residential – Low Density (RL-1X) with the corresponding zoning designation of Planned Development. The Planned Development, LDPD-2018-47, was approved by the Planning Commission of Polk County, Florida on March 6, 2019. The **PD Concept Plan** is included as **Exhibit 3** in the **Appendix**.

b. District Purpose and Scope. The District has been established for the purpose of financing, acquiring or constructing, maintaining, and/or operating infrastructure necessary to support the development. The purpose of this report is to provide a description of the public infrastructure improvements to be financed, constructed, and/or acquired by the District. Pulte Home Corporation, LLC, the primary developer of the Development (the "Developer") has commenced construction in the Development, including improvements within the boundary of Phase 1, and construction will continue to be on-going. The Developer will construct the balance of the infrastructure needed for the Development that is not financed by the District.

The Sandmine Road Community Development District was established pursuant to Polk County Ordinance No. 20-023 enacted by the Board of County Commissioners on April 7, 2020.

c. Description of Land Use. The lands within the District encompass approximately 150.25 acres. The Development is planned as a 617-unit residential community consisting of detached single family units and attached townhome units to be developed in two (2) phases. The table below illustrates the current land use plan.

<u>Proposed Land Use</u>	<u>Approximate Area</u> (Acres)	<u>Phase 1</u> <u>Units</u>	<u>Phase 2</u> <u>Units</u>
Road Rights of Way	24.59		
25' wide lots	64.68	122	16
40' wide lots		92	149
50' wide lots		92	146
Recreation	4.80		
Buffers, Parks, & Open Space	26.59		
Water Management Ponds	29.59		
Total	150.25	306	311

The PD Concept Plan included as **Exhibit 3** in the **Appendix** provides a pictorial illustration of the above proposed land uses.

II. Status of Permitting

The current plan of development is expected to include 479 single family detached units and 138 townhome units, recreational uses, private roadways, storm water management areas, and open spaces.

The local government regulations governing the Development include: the Polk County Comprehensive Plan; the Polk County Land Development Code; and the Sandmine Road Planned Development (LDPD-2018-47).

State and Federal Agencies administering permit authority include: Southwest Florida Water Management District; Florida Department of Environmental Protection and the United States Army Corps of Engineers. The Florida Department of State Division of Historical Resources also has public comment input required for the SWFWMD permit.

The following permits are required for the Development:

1. Southwest Florida Water Management District (SWFWMD):
Environmental Resource General Construction Permit
2. Polk County
Planned Development Zoning Map Amendment (Level 3)
Site Development Plan Phase 1 (Level 2)
Site Development Plan Phase 2 (Level 2)
3. State of Florida Department of Environmental Protection (FDEP)
Potable Water Supply Distribution System Permit
Domestic Wastewater/Transmission System Permit
National Pollutant Discharge Elimination System N.O.I.
4. Florida Department of State Division of Historical Resources:
Archeological Assessment Sufficiency Approval

As provided herein, this Development is proposed to be developed in two phases. Phase 1 of the Development will consist of 184 single family detached units, 122 townhome units . The Phase 1 project will include offsite roadway infrastructure, water, sewer and re-use utilities, two storm water management ponds, and open spaces on the eastern portion of the District boundary. This area has received all necessary permits and is currently under construction.

Phase 2 of the Development will consist of 295 single family detached units, 16 townhome units. The Phase 2 project will include offsite roadway infrastructure, water, sewer and re-use utilities, and open spaces on the western portion of the District boundary.

Please see **Exhibit 4** in the **Appendix** for a detailed description of the permit status. It is our opinion the necessary permits for the construction of all phases of the Development have been obtained or will be obtained in the near future, and there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Development as presented herein. Furthermore, all permits not yet issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of constructing the Development.

III. Infrastructure Benefit

The public infrastructure described herein as proposed to be provided by the District provide two types of public benefits. These benefits include:

1. Project wide public benefits
2. Incidental public benefits

The **project-wide public benefits** are provided by public infrastructure improvements that serve all residents in the District. These public infrastructure improvements include: offsite roadway improvements; master storm water management systems; potable water distribution systems; reclaimed water distribution systems; sanitary sewer collection systems; and perimeter landscape and irrigation improvements designed to serve the entire District.

Incidental public benefits include those benefits received by the general public who do not necessarily reside within the District. These benefits occur for two reasons in the case of the District. First, the general public will be using some of the improvements provided by the District. Second, the proposed infrastructure improvements are required under the Development's development orders and approvals, which includes not only the District, but also additional facilities outside the District, which will also benefit from District improvements. These incidental public benefits include improvements identified in **Exhibit 3** in the **Appendix**; master storm water management systems; roadway systems, potable water distribution systems; reclaimed water distribution systems; sanitary sewer collection systems; perimeter landscape and irrigation improvements.

The proposed public infrastructure improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is currently unused, the construction and maintenance of the

proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential subdivision. As noted, the District can construct, acquire, own, and/or operate all or a portion of the proposed public infrastructure discussed herein. As noted earlier, it's anticipated the Developer will construct the master project infrastructure (hereinafter defined) not financed or acquired by the District.

IV. Master Project Infrastructure Improvements

This Report identifies the public infrastructure presently anticipated to be financed, designed, constructed and/or acquired by the District for the benefit of the developable lands within the District (the "Master Project"). The Master Project elements include: the cost of earthwork/grading of public property, construction of retaining walls for stormwater purposes, storm water management and drainage systems, potable water distribution systems, reuse water distribution systems, sewer collection and conveyance systems, landscaping, irrigation, and hardscape improvements, off-site roadways, offsite utility improvements, and contingencies. The estimated costs for engineering design and inspection of these elements, as well as, the cost for professional service fees and permitting fees will also be funded by the District.

The proposed Master Project improvements to serve the Development's needs are listed in the following categories:

1. Storm Water Management System (Phases 1 & 2)
2. Potable Water Distribution Systems (Phases 1 & 2)
3. Reclaimed Water Distribution Systems (Phases 1 & 2)
4. Lift Stations & Sanitary Sewer Systems (Phases 1 & 2)
5. Offsite Roadway Improvements (Phases 1 & 2)
6. Earthwork/Grading Improvements (Phases 1 & 2)
7. Common Area Landscape, Irrigation & Hardscape (Phases 1 & 2)

Detailed descriptions of the above proposed Master Project improvements are provided in the following section. **Exhibit 9** in the **Appendix** shows an estimated cost for the proposed Master Project improvements.

V. Description of the Infrastructure and Construction Schedule

1. **Storm Water Management Systems (Phases 1 & 2).** The storm water management facilities consist of curb & gutters, inlets, manholes, storm pipes, and drainage swales. Retaining walls alter grades to establish drainage basin boundaries, directing runoff toward the collection and conveyance system which discharges into one of three dry retention ponds. Excavation of onsite fill material is required to define the retention pond at appropriate grades to provide adequate stormwater treatment, and to manage the storm water runoff generated by the Development. The stormwater works does not include the transportation or use of fill on any of the private lands. The storm water management system will be owned, operated and maintained by the District.

See **Exhibit 5** in the **Appendix** for a graphical representation of the Storm Water Management Facilities.

2. **Potable Water Distribution Systems (Phases 1 & 2)** Potable water for the Development will be provided by Polk County Utilities. An existing 12 inch water main located on the south side of Sandmine Road will provide domestic and fire flow service to the District. Water Impact Fees are included in the cost of the infrastructure.

When completed, the potable water distribution system will be dedicated by the District to Polk County Utilities for ownership, operation and maintenance. All water system impact fees charged by the Polk County are included in the cost of these systems. See **Exhibit 6** in the **Appendix** for a graphical representation of the water distribution systems for Phases 1 and 2.

3. **Sanitary Sewer Collection & Conveyance Systems (Phases 1 & 2)** Sanitary sewer collection and treatment will be provided by Polk County Utilities. An existing 8 inch force main located on the south side of Sandmine Road will provide wastewater service for the District. The Development will be served by gravity sanitary sewer mains and two (2) sanitary sewer lift stations. Both lift stations are located within the boundary of Phase 1. Sewer Impact Fees are included in the cost of the infrastructure.

When completed, the sanitary sewer system, including both lift stations will be dedicated by the District to Polk County Utilities for ownership, operation and maintenance. All sewer system impact fees charged by Polk County are included in the cost of these systems. See **Exhibit 7** in the **Appendix** for a graphical representation of the sanitary sewer system.

4. **Reclaimed Water Distribution Systems (Phases 1 & 2)** Reclaimed water for the Development will be provided by Polk County Utilities. An existing 16 inch water main located on the north side of Sandmine Road will provide reclaimed irrigation service to the District. The construction costs associated with the Master Project reclaim water main improvements will be distributed between the two development phases, as it serves each phase.

When completed, the reclaimed water distribution system will be dedicated by the District to Polk County Utilities for ownership, operation and maintenance. See **Exhibit 8** in the **Appendix** for a graphical representation of the water distribution systems.

5. **Offsite Roadway Improvements** Offsite roadway improvements are located outside of the boundary of the District. The improvements consist of extension of Sandmine Road from the current terminus west to the Polk County/Osceola County line. The offsite roadway will consist of stabilized subgrade, limerock base material, and asphalt roadway surface, along with curbs, and other elements intended to provide driving surface for vehicles. The construction costs associated with these improvements are intended to benefit all phases of development proportionately, so the associated development costs will be distributed proportionally between the two development phases.

When completed, the roadway segment will be dedicated by the District to Polk County for ownership, operation and maintenance. See **Exhibit 9** in the **Appendix** for a graphical representation of the roadway improvements.

- 6. Landscape, Irrigation & Hardscape (Phases 1 & 2).** The development includes the installation of trees, shrubs and groundcover in Open Space and Recreation tracts.

The landscape, irrigation and hardscape will be turned over to the District for ownership, operation and maintenance. See **Exhibit 10** in the **Appendix** for a graphical representation of the landscape, irrigation and hardscape improvements.

- 7. Professional and Inspection Fees (Phases 1& 2).** Professional services from various consultants are required to design, obtain permits and construct the public infrastructure within the Development. These consultants include but are not limited to: civil engineer; surveyor; environmental scientist; geotechnical engineer; land planner; and land development attorneys. Each agency will charge a plan review fee and an inspection fee for the public infrastructure to insure the public improvements are designed in accordance with the agency's codes and constructed in accordance with the approved plans. The professional service fees and review/inspection fees are included in the District's public infrastructure costs.

- i. Construction Schedule.** As of the date of this report, construction of Phase 1 of the Development is under way. It is estimated the infrastructure for Phase 1 will be completed in approximately 4 months. An estimated schedule follows:

<u>Facility</u>	<u>Construction Schedule</u>
Storm Water Management System (Phase 1)	10/2019 - 06/2020
Storm Water Management System (Phase 2)	06/2020 - 12/2020
Potable Water Distribution System (Phase 1)	10/2019 - 06/2020
Potable Water Distribution System (Phase 2)	06/2020 - 12/2020
Sanitary Sewer System (Phase 1)	10/2019 - 06/2020
Sanitary Sewer System (Phase 2)	06/2020 - 12/2020
Reclaimed Water Distribution System (Phase 1)	10/2019 - 06/2020
Reclaimed Water Distribution System (Phase 2)	06/2020 - 12/2020
Offsite Roadway Improvements (Phase 1)	10/2019 - 06/2020
Landscape, Irrigation & Hardscape (Phase 1)	10/2019 - 06/2020
Landscape, Irrigation & Hardscape (Phase 2)	06/2020 - 12/2020
Professional and Inspection Fees (Phase 1)	10/2019 - 06/2020
Professional and Inspection Fees (Phase 2)	06/2020 - 12/2020

VI. Ownership and Maintenance

After the District has financed and acquired and/or constructed the proposed Master Project improvements, the ultimate ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below.

<u>Proposed Infrastructure Improvements</u>	<u>Ownership</u>	<u>Operation & Maintenance</u>
Storm Water Management System	CDD ⁽¹⁾	CDD ⁽¹⁾
Potable Water Distribution System	PCU ⁽³⁾	PCU ⁽³⁾
Sanitary Sewer System	PCU ⁽³⁾	PCU ⁽³⁾
Reclaimed Water Distribution System	PCU ⁽³⁾	PCU ⁽³⁾
Offsite Roadway Improvements	PC ⁽²⁾	PC ⁽²⁾
Landscape, Irrigation & hardscape	CDD ⁽¹⁾	CDD ⁽¹⁾

Notes:

- (1) Sandmine Road Community Development District
- (2) Polk County, Florida
- (3) Polk County Utilities

VII. Real Property Interests

Real property interests for the lands within the District needed for construction, operation and maintenance of the District funded facilities will be dedicated by the Developer to the District or other public entity at no cost.

VIII. Estimate of Capital Improvement Costs

Facility Description

	Construction Cost
Storm Water Management System (Phase 1)	\$ 3,365,308.37
Storm Water Management System (Phase 2)	\$ 3,842,934.43
Potable Water Distribution System (Phase 1)	\$ 421,202.87
Potable Water Distribution System (Phase 2)	\$ 305,136.35
Sanitary Sewer System (Phase 1)	\$ 871,541.14
Sanitary Sewer System (Phase 2)	\$ 674,512.33
Reclaimed Water Distribution System (Phase 1)	\$ 189,790.67
Reclaimed Water Distribution System (Phase 2)	\$ 211,390.67
Offsite Roadway Improvements (Phase 1)	\$ 98,042.55
Offsite Roadway Improvements (Phase 2)	\$ 118,204.87
Landscape, Irrigation & Hardscape (Phase 1)	\$ 125,000.00
Landscape, Irrigation & Hardscape (Phase 2)	\$ 125,000.00
Professional & Inspection Fees (Phase 1)	\$ 851,974.81
Professional & Inspection Fees (Phase 2)	\$ 972,575.19
Water/Wastewater Impact Fees (Phase 1)	\$ 1,828,804.00
Water/Wastewater Impact Fees (Phase 2)	\$ 2,168,649.00
Construction Contingency (Phase 1)	\$ 827,825.45
Construction Contingency (Phase 2)	\$ 998,066.69

Total (Phases 1 & 2)	\$17,995,959.39
Total Phase 1 Improvements	\$ 8,579,489.86
Total Phase 2 Improvements	\$ 9,416,469.53

Note: Please refer to **Exhibit 11** in Appendix for a detail of the estimated costs above.

IX. Conclusions and Summary Opinion

The public infrastructure improvements as detailed herein are necessary for the functional development of the District. The planning and design of the public infrastructure has been completed in accordance with current governmental regulatory requirements. The public infrastructure will provide the intended function so long as the construction is in substantial compliance with the design and permits. The District intends to fund the acquisition and/or construction of all or portion of the Master Project improvements included in this report through the issuance of special assessment bonds. The costs provided herein are exclusive of certain legal, administrative, financing, operations, and/or maintenance services necessary to finance, construct, acquire and/or operate the Master Project improvements. The Engineer recommends that the District should levy and collect an annual "Operating and Maintenance Assessment" to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District-owned improvements. It is my professional opinion that the costs provided herein for the District's proposed Master Project improvements are fair and reasonable to complete the construction of the proposed public infrastructure improvements described herein and that these Master Project improvements represent a system of improvements that will benefit and add value to all developed land in the District as more fully detailed in the assessment methodology report to be prepared by Governmental Management Services-Central Florida, LLC. Such added value shall be at least equal to the costs of such public infrastructure improvements. All such proposed Master Project costs are for accessible public improvements or community facilities as set forth in Chapter 190 of the Florida Statutes.

The estimate of Master Project construction costs is only an estimate and not a guaranteed maximum price. Where necessary, historical costs and information from other professionals or utility consultants and contractors have been used in the preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities within the area. It is therefore our opinion that the construction of the proposed public infrastructure improvements can be completed at the costs as stated. It is my view the cost to be paid by the District for the Master Project infrastructure will not exceed the greater of the actual cost or fair market value of such improvements. The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

APPENDIX

EXHIBIT 1 - LOCATION MAP



EXHIBIT 2 – DISTRICT LEGAL DESCRIPTION

District
Description

EXHIBIT 2

Sandmine Road Community Development District



PARCEL 1 (NORTH PROPERTY):

THAT PART OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN S89°39'14"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 2633.31 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE RUN S00°21'16"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1374.50 FEET TO THE NORTH LINE OF THE SOUTH 1266.00 FEET OF SAID NORTHEAST 1/4; THENCE RUN N89°55'04"E ALONG SAID NORTH LINE FOR A DISTANCE OF 360.01 FEET TO THE EAST LINE OF THE WEST 360.00 FEET OF SAID NORTHEAST 1/4; THENCE RUN S00°21'16"W ALONG SAID EAST LINE FOR A DISTANCE OF 606.02 FEET TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF SAID NORTHEAST 1/4; THENCE RUN S89°55'04"W ALONG SAID NORTH LINE FOR A DISTANCE OF 91.39 FEET TO THE EAST LINE OF THE WEST 268.61 FEET OF SAID NORTHEAST 1/4; THENCE RUN S00°21'16"W ALONG SAID EAST LINE FOR A DISTANCE OF 660.02 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE RUN N89°55'04"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 2383.69 FEET TO THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN N00°03'31"W ALONG SAID EAST LINE FOR A DISTANCE OF 2652.98 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE PROPERTY LYING WITHIN THE FOLLOWING PROPERTY:

THE SOUTH 40.00 FEET OF THE EAST 356.39 FEET OF THE WEST 585.00 FEET OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO POLK COUNTY BY DEED RECORDED IN O.R. BOOK 9568, PAGE 1486, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13 AND THE NORTHERLY PROJECTION OF THE EAST LINE OF SAND MINE PLAZA, AS RECORDED IN PLAT BOOK 154, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13, A DISTANCE OF 1080.00 FEET; THENCE NORTH 00°18'42" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 89°52'49" WEST, ALONG SAID LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 13, A DISTANCE OF 1080.00 FEET TO THE AFORESAID NORTHERLY PROJECTION OF THE EAST LINE OF SAND MINE PLAZA, AS RECORDED IN PLAT BOOK 154, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°18'42" WEST, ALONG SAID NORTHERLY PROJECTION, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2 (SIGNAGE PARCEL):

THAT PART OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 13; THENCE RUN S89°55'04"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 619.73 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°04'56"W FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°04'56"W FOR A DISTANCE OF 20.00 FEET; THENCE RUN S89°55'04"W FOR A DISTANCE OF 24.29 FEET TO THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY 27; THENCE RUN S19°18'51" E ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 7.63 FEET; THENCE RUN S08°00'15"E ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 12.92 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN N89°55'04"E FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 150.25 ACRES, MORE OR LESS.

EXHIBIT 2A – Phase 1 LEGAL DESCRIPTION

A PARCEL OF LAND COMPRISING A PORTION OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF AFORESAID NORTHEAST 1/4 OF SECTION 13, BEING A POINT ON THE WEST LINE OF MAGNOLIA AT WESTSIDE PHASE 1, AS RECORDED IN PLAT BOOK 26, PAGES 157 THROUGH 160 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 00°07'34" EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 13, THE WEST LINE OF SAID MAGNOLIA AT WESTSIDE PHASE 1 AND THE WEST LINE OF MAGNOLIA AT WESTSIDE PHASE 2 AS RECORDED IN PLAT BOOK 26, PAGES 161 THROUGH 164 OF SAID PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA FOR A DISTANCE OF 2852.92 FEET TO THE SOUTHEAST CORNER OF AFORESAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN SOUTH 89°50'40" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13 FOR A DISTANCE OF 1008.53 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°16'33" EAST FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAND MINE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 9560, PAGE 1486 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN SOUTH 89°50'40" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 476.94 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 00°09'20" WEST FOR A DISTANCE OF 1130.00 FEET; THENCE RUN SOUTH 78°44'40" EAST FOR A DISTANCE OF 265.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 103.00 FEET, A CENTRAL ANGLE OF 22°49'21". THE CHORD OF WHICH BEARS SOUTH 78°44'40" EAST FOR A DISTANCE OF 40.78 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 41.03 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 87°19'59" EAST FOR A DISTANCE OF 200.38 FEET; THENCE RUN NORTH 22°40'01" EAST FOR A DISTANCE OF 170.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 80°00'00". THE CHORD OF WHICH BEARS NORTH 22°19'59" WEST FOR A DISTANCE OF 15.56 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 17.26 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 67°19'59" WEST FOR A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 22°40'01" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 87°19'59" EAST FOR A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 80°00'00". THE CHORD OF WHICH BEARS NORTH 67°40'01" EAST FOR A DISTANCE OF 15.56 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 17.26 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 22°40'01" EAST FOR A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 14025.00 FEET, A CENTRAL ANGLE OF 03°41'59". THE CHORD OF WHICH BEARS NORTH 20°49'01" EAST FOR A DISTANCE OF 58.33 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 95.25 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 87°19'59" WEST NON-RADIAL TO SAID CURVE FOR A DISTANCE OF 285.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 645.18 FEET, A CENTRAL ANGLE OF 22°48'21". THE CHORD OF WHICH BEARS NORTH 78°44'40" WEST FOR A DISTANCE OF 255.30 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 256.89 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°50'40" WEST FOR A DISTANCE OF 105.19 FEET; THENCE RUN NORTH 00°09'20" WEST FOR A DISTANCE OF 1130.68 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13 AND THE SOUTH LINE OF VISTA PARK PHASE TWO AS RECORDED IN PLAT BOOK 111, PAGES 14 AND 15 OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN NORTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 AND SOUTH LINE OF SAID VISTA PARK PHASE TWO AND THE EASTERLY EXTENSION THEREOF FOR A DISTANCE OF 1486.55 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,741,796 SQUARE FEET OR 85.9 ACRES OF LAND, MORE OR LESS.

EXHIBIT 2B – Phase 2 LEGAL DESCRIPTION

A PARCEL OF LAND COMPRISING A PORTION OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN SOUTH 89°35'03" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1486.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE OF SAID NORTHEAST 1/4 AND THE SOUTH LINE OF SAID WEST PARK PHASE TWO RUN SOUTH 00°00'20" EAST FOR A DISTANCE OF 1130.60 FEET; THENCE RUN NORTH 89°50'40" EAST FOR A DISTANCE OF 105.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 648.16 FEET, A CENTRAL ANGLE OF 22°49'21"; THE CHORD OF WHICH BEARS SOUTH 78°44'40" EAST FOR A DISTANCE OF 260.30 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 236.99 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 67°19'59" EAST FOR A DISTANCE OF 263.04 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1475.00 FEET, A CENTRAL ANGLE OF 03°41'59", THE CHORD OF WHICH BEARS SOUTH 20°49'01" WEST FOR A DISTANCE OF 95.23 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 85.23 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 22°40'01" WEST FOR A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THE CHORD OF WHICH BEARS SOUTH 67°40'01" WEST FOR A DISTANCE OF 15.56 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 17.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 67°19'59" WEST FOR A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 22°40'01" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 67°19'59" EAST FOR A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THE CHORD OF WHICH BEARS SOUTH 22°19'59" EAST FOR A DISTANCE OF 15.56 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 17.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 22°40'01" WEST FOR A DISTANCE OF 104.00 FEET; THENCE RUN NORTH 67°19'59" WEST FOR A DISTANCE OF 200.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 103.00 FEET, A CENTRAL ANGLE OF 22°49'21", THE CHORD OF WHICH BEARS NORTH 78°44'40" WEST FOR A DISTANCE OF 40.76 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 41.03 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°50'40" WEST FOR A DISTANCE OF 263.37 FEET; THENCE RUN SOUTH 00°00'20" EAST FOR A DISTANCE OF 1130.60 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAND MINE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 9840, PAGE 1446 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN SOUTH 89°50'40" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 848.20 FEET TO THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 80.00 FOOT WIDE RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 8976, PAGE 575 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°16'38" EAST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 820.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 660.00 FEET OF AFORESAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN NORTH 89°50'40" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 81.39 FEET TO A POINT ON THE EAST LINE OF THE WEST 360.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN NORTH 00°16'38" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 608.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1286.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN SOUTH 89°50'40" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 360.01 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN NORTH 00°16'38" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1374.70 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 13, BEING THE SOUTHWEST CORNER OF MAGNOLIA GLEN PHASE ONE AS RECORDED IN PLAT BOOK 88, PAGES 15 AND 16 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN NORTH 89°55'03" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13, THE SOUTH LINE OF SAID MAGNOLIA GLEN PHASE ONE AND THE SOUTH LINE OF VISTA PARK PHASE TWO AS RECORDED IN PLAT BOOK 111, PAGES 14 AND 15 OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR A DISTANCE OF 1147.28 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,902.889 SQUARE FEET OR 64.35 ACRES OF LAND, MORE OR LESS.

*District
Description*

EXHIBIT 2B

Sandmine Road Community Development District

EXHIBIT 3 - PD CONCEPT PLAN

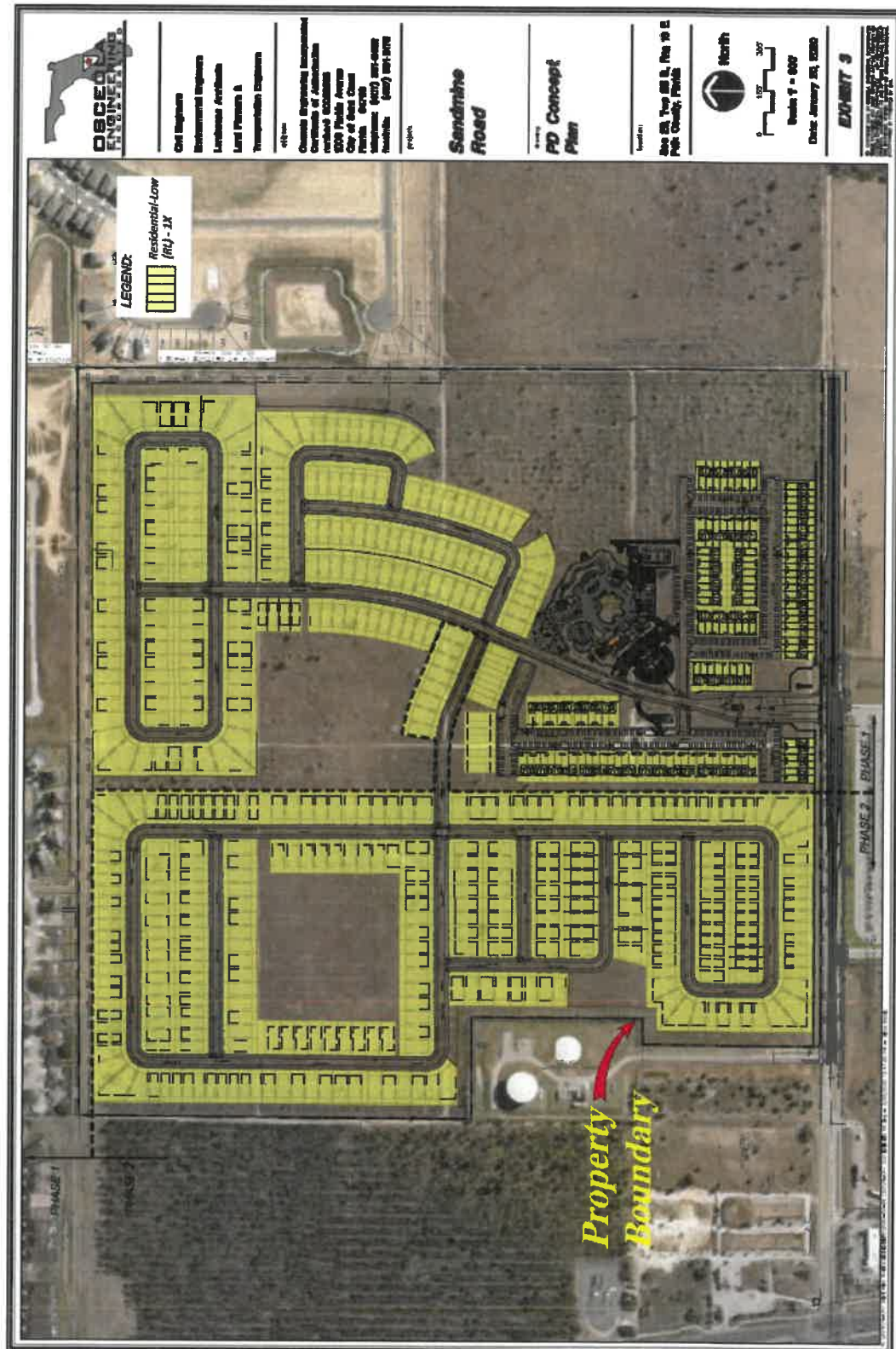


EXHIBIT 4 – DEVELOPMENT PERMIT STATUS



1. Southwest Florida Water Management District (SWFWMD):
Environmental Resource Individual Construction Permit
(Permit No. 43030517.005; October 22, 2019)
2. Polk County
Planned Development (Level 3)
(LDPD-2018-47, March 6, 2029)
Site Development Plan Phase 1 (Level 2)
(LDRES2019-33; October 4, 2019)
Site Development Plan Phase 2 (Level 2)
(LDRES2010-57; TBD)
3. State of Florida Department of Environmental Protection (FDEP)
Potable Water Supply Distribution System Permit
(127239-465; February 14, 2020)
Domestic Wastewater/Transmission System Permit
(CS53-0031276-358-DWC/CM; January 28, 2020)
National Pollutant Discharge Elimination System N.O.I.

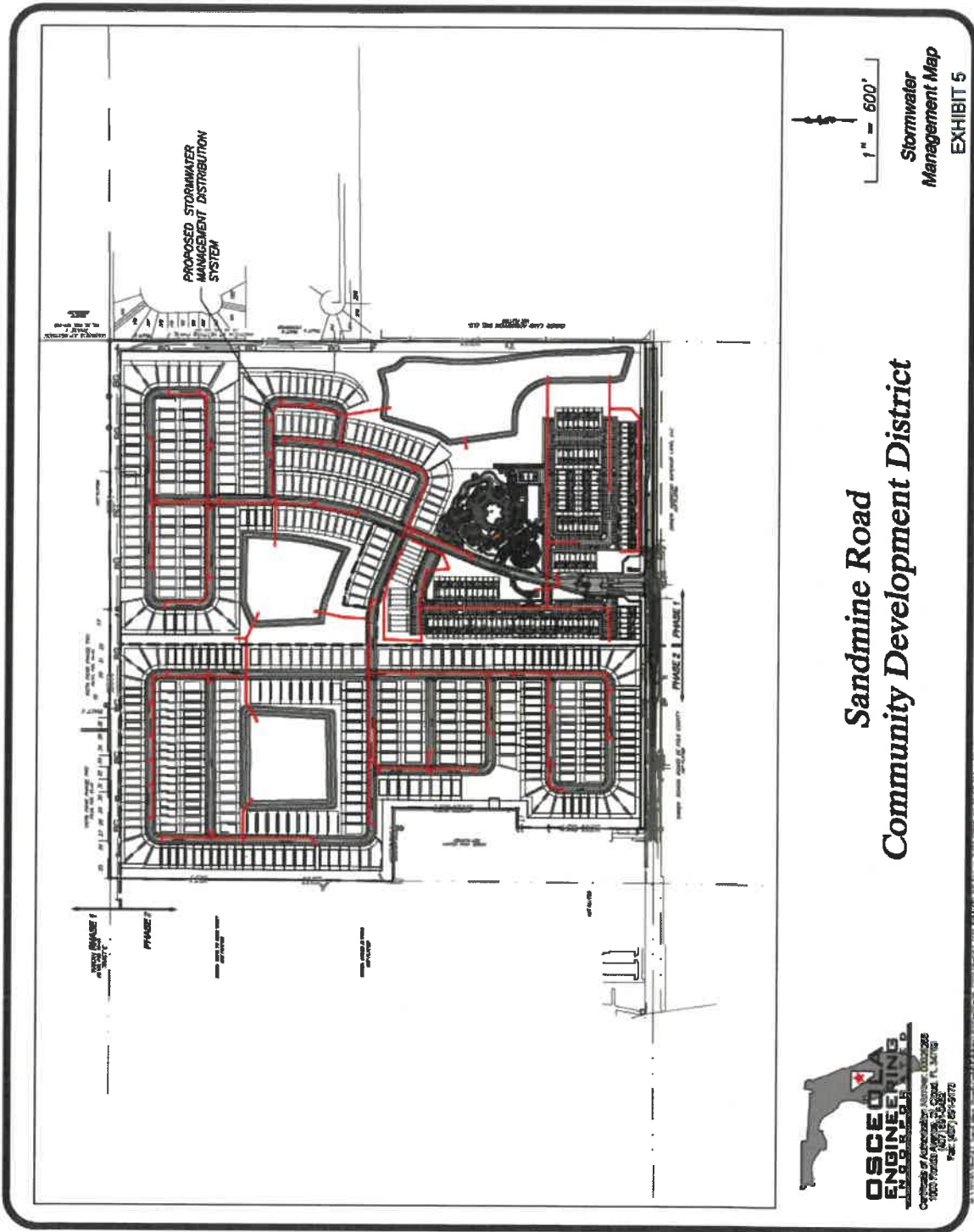


EXHIBIT 6 – WATER DISTRIBUTION EXHIBIT

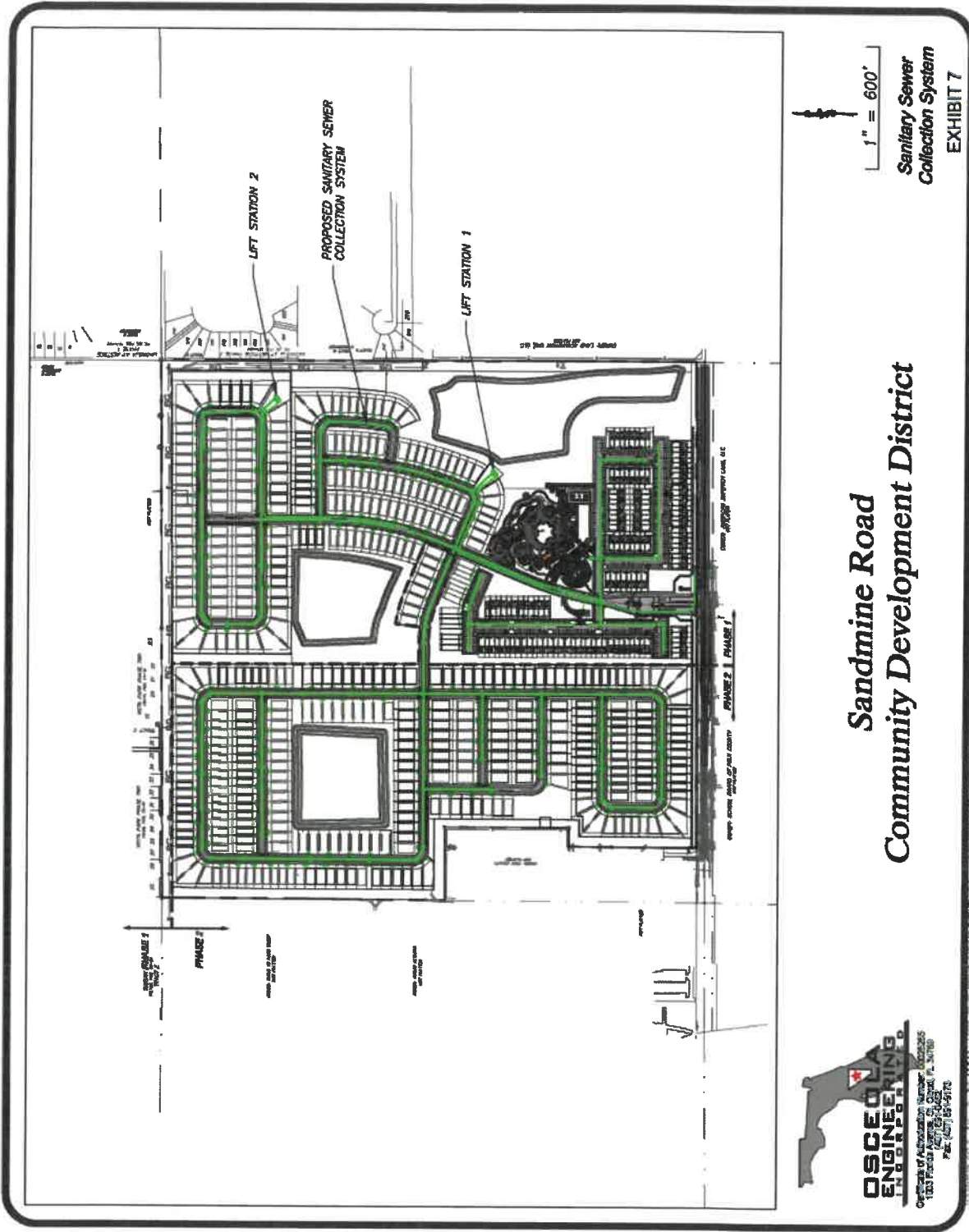


EXHIBIT 8 – RECLAIM DISTRIBUTION EXHIBIT

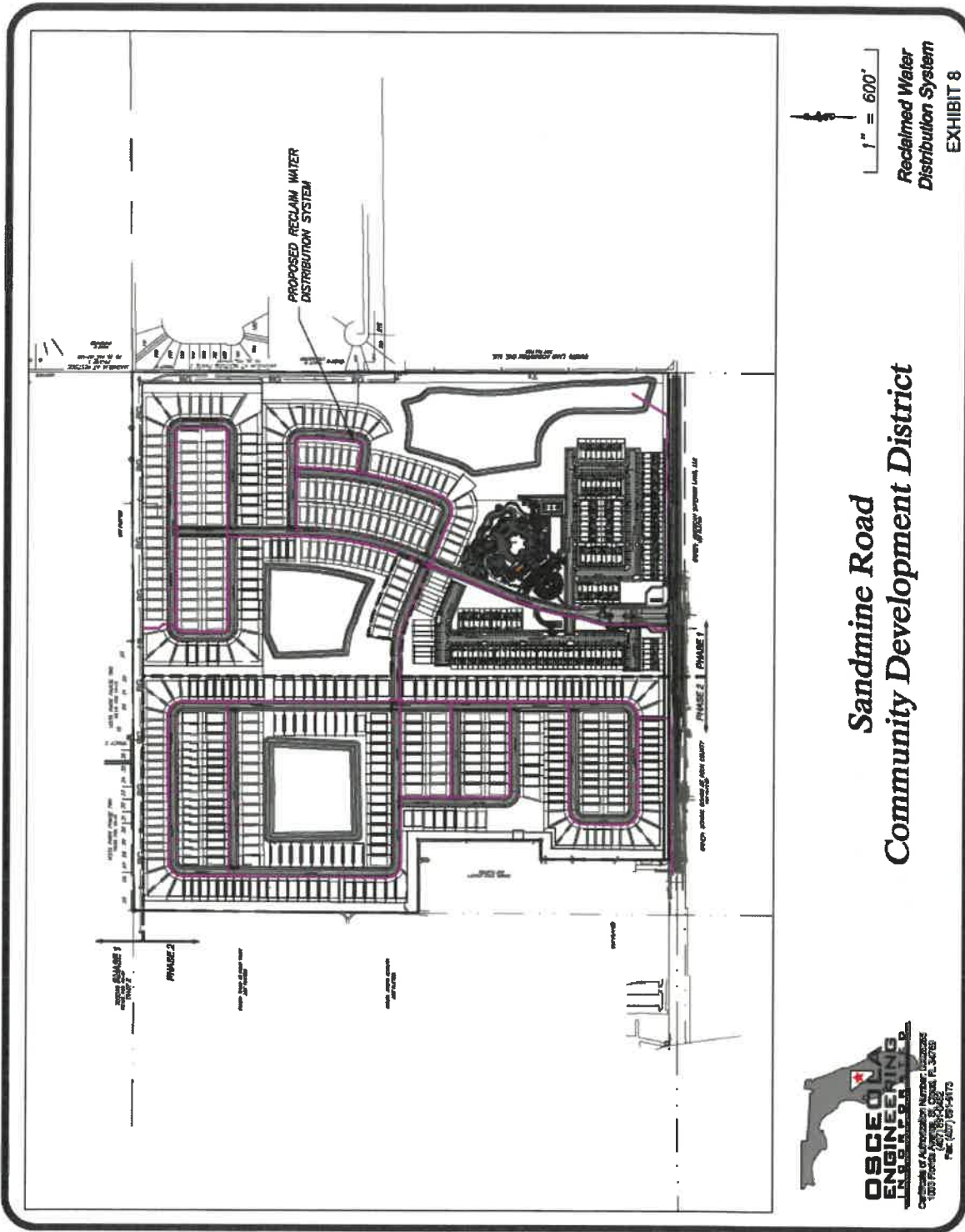


EXHIBIT 9 – OFFSITE ROADWAY EXHIBIT

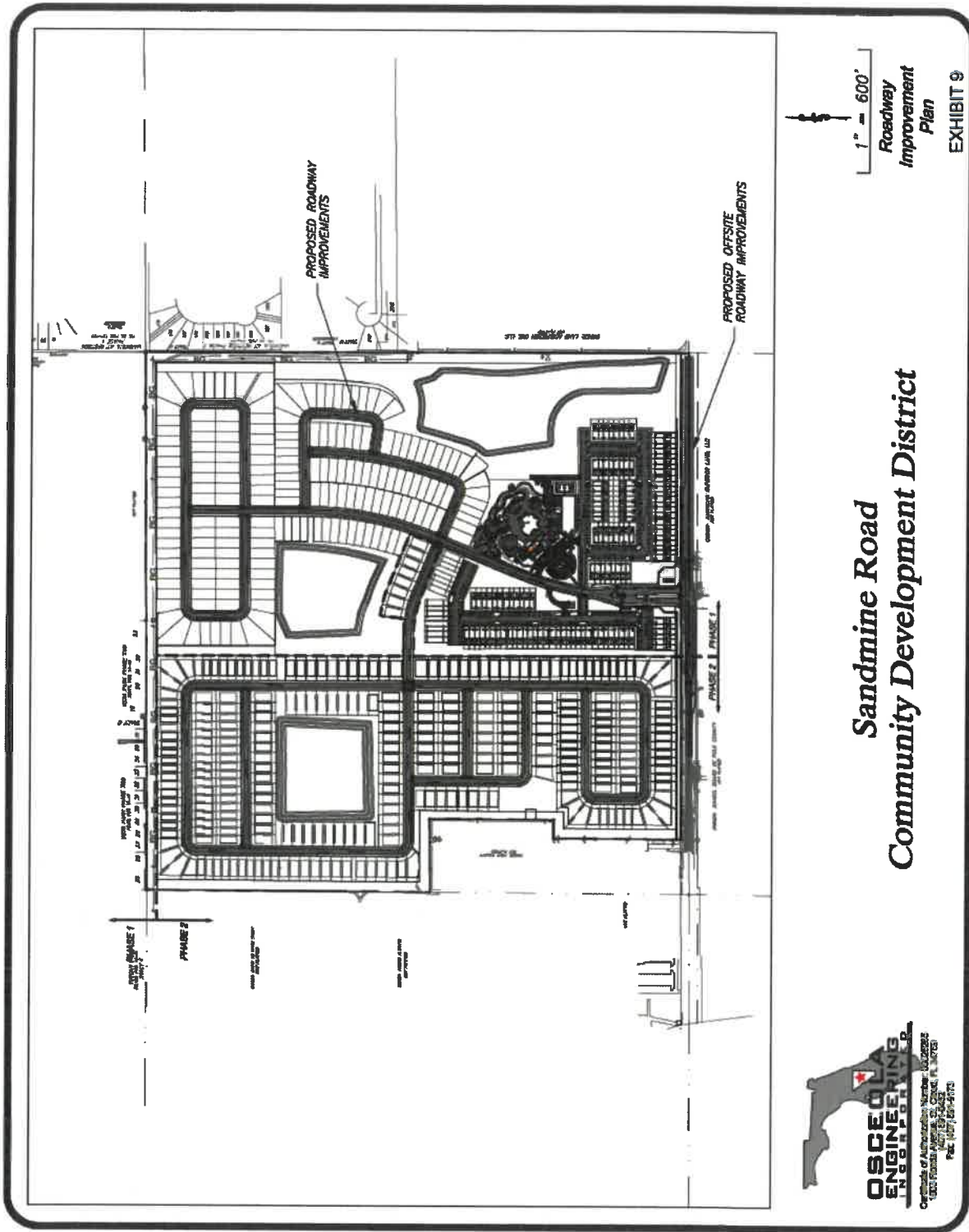


EXHIBIT 10 – LANDSCAPE EXHIBIT

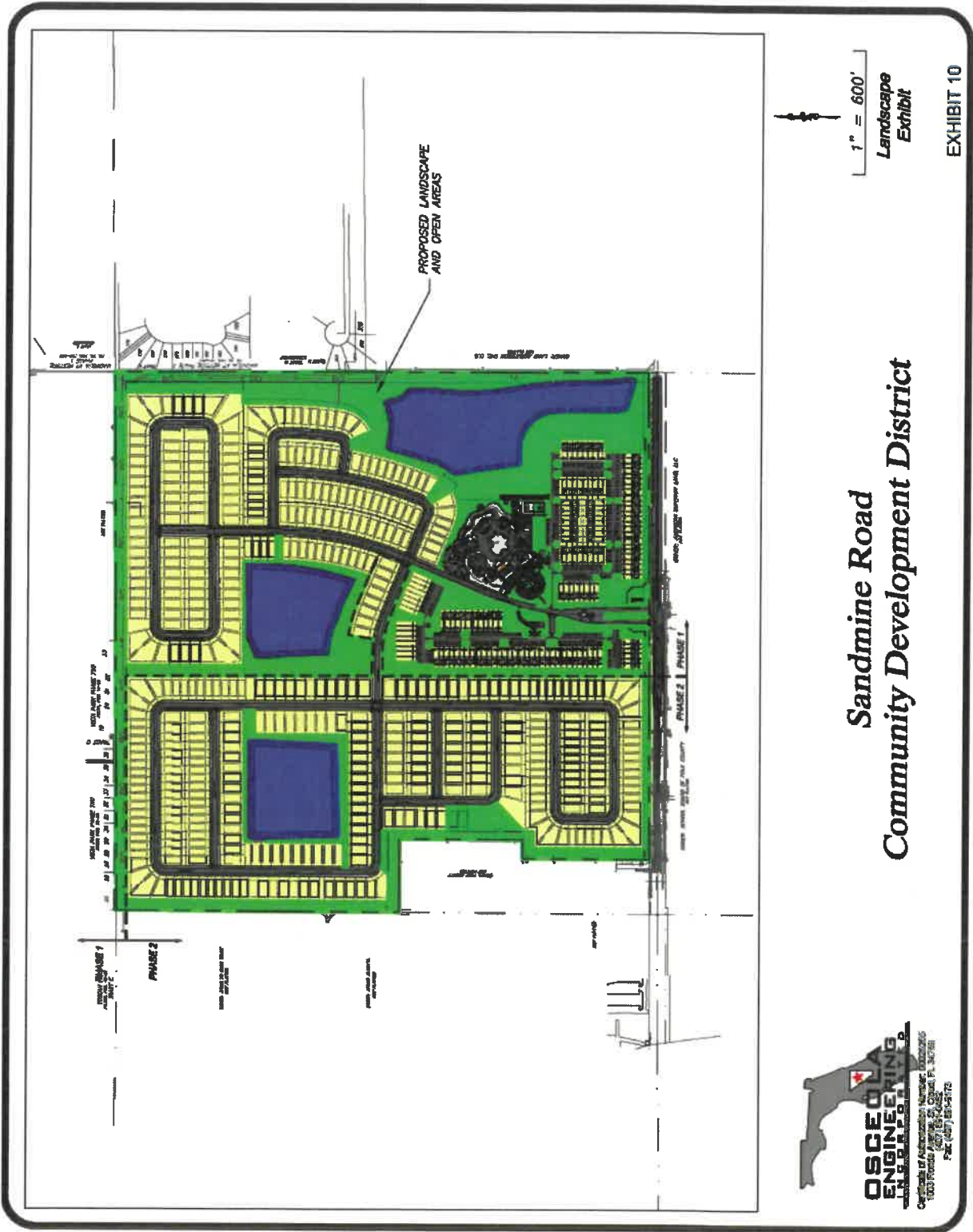


EXHIBIT 11 – MASTER PROJECT COST SUMMARY

	Phase 1	Phase 2	Total
Lot Count	306	311	617
Professional Fees, Permitting Fees, Etc.	\$ 851,974.81	\$ 972,575.19	\$ 1,824,550.00
Stormwater Management System	\$ 3,365,308.37	\$ 3,842,934.43	\$ 7,208,242.80
External Roadway Improvements	\$ 98,042.55	\$ 118,204.87	\$ 216,247.42
Water Distribution System	\$ 421,202.87	\$ 305,136.35	\$ 726,339.22
Sanitary Collection and Conveyance System	\$ 871,541.14	\$ 674,512.33	\$ 1,546,053.46
Reclaim Distribution System	\$ 189,790.67	\$ 211,390.67	\$ 401,181.34
Landscape & Hardscape	\$ 125,000.00	\$ 125,000.00	\$ 250,000.00
Construction Contingency	\$ 827,825.45	\$ 998,066.69	\$ 1,825,892.14
Water/Wastewater Impact Fees	\$ 1,828,804.00	\$ 2,168,649.00	\$ 3,997,453.00
TOTAL CDD COST	\$ 8,579,489.86	\$ 9,416,469.53	\$ 17,995,959.39

EXHIBIT B

Supplemental Assessment Report

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY
FOR ASSESSMENT AREA ONE**

**FOR
SANDMINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: August 14, 2020

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Sandmine Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Sandmine Road Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Sandmine Road Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District will issue on August 31, 2020 its \$6,590,000 of tax exempt bonds (the “Assessment Area One Bonds”) for the purpose of financing certain infrastructure improvements within an assessment area within the District, more specifically “Assessment Area One” described in the Master Engineer’s Report dated April 16, 2020 prepared by Osceola Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within Assessment Area One of the District.

1.1 Purpose

This Supplemental Assessment Methodology Report for Assessment Area One (the “Assessment Report”) supplements the Master Assessment Methodology dated April 16, 2020 and provides for an assessment methodology for allocating the debt incurred by the District to benefiting properties within Assessment Area One within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the capital improvement plan as described in the Engineer’s Report relating to Assessment Area One (herein the “Phase One CIP”). This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within Assessment Area One within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 150.25 acres in Polk County, Florida. Assessment Area One contains approximately 85.9 acres and is currently planned for 306 residential units (herein the “Phase One Development Program”). The proposed Phase One Development Program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the Phase One CIP will provide facilities that benefit the assessable property within Assessment Area One of the

District. The Phase One CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire, stormwater management system, external roadway improvements, water distribution system, sanitary collection and conveyance system, reclaim distribution system, landscape & hardscape, construction contingency, and water/wastewater impact fees. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the Phase One CIP.
2. The District Engineer determines the assessable acres that benefit from the District's Phase One CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct Phase One CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties within its borders outside of Assessment Area One as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within Assessment Area One of the District. The implementation of the Phase One CIP enables properties within its boundaries of Assessment Area One to be developed. Without the District's Phase One CIP, there would be no infrastructure to support development of land within Assessment Area One within the District and without these improvements, development of the property within Assessment Area One the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area One within the District will benefit from the provision of the District's Phase One CIP. However, these benefits will be incidental to the District's Phase One CIP, which is designed solely to meet the needs of property within Assessment Area One within the District. Properties outside the District boundaries and outside Assessment Area One do not depend upon the District's Phase One CIP. The property owners within

Assessment Area One are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area One within the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area One of the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase One CIP that is necessary to support full development of property within Assessment Area One will cost approximately \$8,579,490, however, the District Bonds are not sized to fund the entirety of the Phase One CIP costs. The District's Underwriter has determined that financing costs required to fund the infrastructure improvements, the cost of issuance of the Bonds, the funding of the debt service reserve account and capitalized interest, are \$6,590,000. Any funding required to complete the Phase One CIP not funded with the proceeds of the Bonds is anticipated to be funded by Developer. Without the Phase One CIP, the property within Assessment Area One would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on August 31, 2020 \$6,590,000 in Bonds to fund the District's Phase One CIP for Assessment Area One, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$6,590,000 in debt to the properties within Assessment Area One benefiting from the Phase One CIP.

Table 1 identifies the land uses as identified by the Developer of the land within Assessment Area One of the District. The Engineer's Report for identified construction costs associated with the Phase One CIP are outlined in Table 2. The improvements

needed to support the Phase One Development within Assessment Area One are described in detail in the Engineer's Report and are estimated to cost \$8,579,490. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the Phase One CIP and related costs was determined by the District's Underwriter to total \$6,590,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits.

The debt relating to the Bonds has been allocated to the 306 platted residential units within Assessment Area One within the District, which are the beneficiaries of the Phase One CIP, as depicted in Table 5 and Table 6. If there are changes to the Assessment Area One Development Plan, a true up of the assessments will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$310,000 in eligible infrastructure.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The Phase One CIP consists of stormwater management system, external roadway improvements, water distribution system, sanitary collection and conveyance system, reclaim distribution system, landscape & hardscape, construction contingency, and water/wastewater impact fees. There are three residential product types within the planned development as reflected in Table 1. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The Phase One CIP for Assessment Area One is reflected in Table 2. There may be other improvements constructed in Assessment Area One, but not funded by the bonds. It is contemplated that the Developer will fund these costs and may be reimbursed from a future bond issue. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the Phase One CIP on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase One CIP relating to Assessment Area One will provide several types of systems, facilities and services for its residents. These include stormwater management system, external roadway improvements, water distribution system, sanitary collection and conveyance system, reclaim distribution system, landscape & hardscape, construction contingency, and water/wastewater impact fees. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of Phase One CIP relating to the Assessment Area One Development, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report relating to the Phase One Development is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's Phase One CIP relating to the Assessment Area One Development have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area One within the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and

therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Phase One CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

At this time, all developable property within Assessment Area One has been platted. If there is a change in the development plan or a replat and the resulting total anticipated assessment revenue to be generated is greater than or equal to the maximum annual debt service, no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount, then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

Currently, the 306 residential units in the Assessment Area One development plan are platted. The current assessment roll is depicted in Table 7.

TABLE 1
 SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	Assessment Area One (Phase One) - Units	No. of Units *	ERUs per Unit (1)	Total ERUs
Townhouse - 25'	122	122	0.5	61
Single Family - 40'	92	92	0.8	73.6
Single Family - 50'	92	92	1	92
Total Units	306	306		226.6

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

* Unit mix is subject to change based on market conditions and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

<p>TABLE 2</p> <p>SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT</p> <p>INFRASTRUCTURE COST ESTIMATES</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE</p>
--

Capital Improvement Plan ("Phase One CIP")(1)	Assessment Area One (Phase One)
Professional and Permitting fees, etc.	\$851,975
Stormwater Management Systems	\$3,365,308
External Roadway Improvements	\$98,043
Water Distribution System	\$421,203
Sanitary Collection and Conveyance System	\$871,541
Reclaim Distribution System	\$189,791
Landscape & Hardscape	\$125,000
Construction Contingency	\$827,825
Water/Wastewater Impact Fees	\$1,828,804
Total Improvements	\$8,579,490

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated April 16, 2020

Prepared by: District Engineer

<p>TABLE 3</p> <p>SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT</p> <p>BOND SIZING</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE</p>
--

Description	Assessment Area One (Phase One)
<u>Sources</u>	
Par Amount	\$6,590,000.00
Original Issue Discount	(\$26,878.00)
Total Sources	6,563,122
<u>Uses</u>	
Construction Funds	\$6,004,567
Debt Service Reserve	\$181,859
Capitalized Interest	\$39,271
Underwriters Discount	\$131,800
Cost of Issuance	\$205,625
Total Uses	\$6,563,122
Par Amount*	\$6,590,000
Bond Assumptions:	
Average Coupon	3.66%
Amortization	30 years
Capitalized Interest	Thru 11/1/20
Debt Service Reserve	50 % Max Annual D/S
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
 SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF BENEFIT
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvement Costs Per Product Type	Improvement Costs Per Unit
Townhouse - 25'	122	0.5	61	27%	\$ 2,309,571	\$ 18,931
Single Family - 40'	92	0.8	73.6	32%	\$ 2,786,630	\$ 30,289
Single Family - 50'	92	1	92	41%	\$ 3,483,288	\$ 37,862
Totals	306		226.60	100%	\$ 8,579,490	

* Unit mix is subject to change based on market conditions and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Total Improvements		Potential Par Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product	
		Costs Per Product Type				Type	Par Debt Per Unit
Townhouse - 25'	122	\$ 2,309,571	\$	\$ 1,857,458	\$ (245,127)	\$ 1,612,331	\$ 13,216
Single Family - 40'	92	\$ 2,786,630	\$	\$ 2,241,130	\$ (29,740)	\$ 2,211,390	\$ 24,037
Single Family - 50'	92	\$ 3,483,288	\$	\$ 2,801,412	\$ (35,134)	\$ 2,766,278	\$ 30,068
Totals	306	\$ 8,579,490	\$	\$ 6,900,000	\$ (310,000)	\$ 6,590,000	

* Unit mix is subject to change based on market conditions and other factors

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$310,000 in eligible infrastructure.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Annual Debt Per Unit if Paid in November	Gross Annual Debt Assessment Per Unit (1)
Townhouse - 25'	122	\$ 1,612,331	\$ 13,216	\$ 88,989	\$ 729	\$ 744	\$ 784
Single Family - 40'	92	\$ 2,211,390	\$ 24,037	\$ 122,052	\$ 1,327	\$ 1,354	\$ 1,427
Single Family - 50'	92	\$ 2,766,278	\$ 30,068	\$ 152,678	\$ 1,660	\$ 1,693	\$ 1,784
Totals	306	\$ 6,590,000		\$ 363,718			

(1) This amount includes collection fees and early payment discounts when collected on the County Property Tax Bill

* Unit mix is subject to change based on market conditions and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL - ASSESSMENT AREA ONE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Owner	Property	Lot Size	Total Par Debt		Net Annual Debt	If Paid in November	Gross Annual
			Allocation	Per Unit	Assessment Allocation		Debt Assessment Allocation (1)
Pulte Home Corporation	Plat Book 178 Page 20 lot 1	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 2	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 3	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 4	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 5	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 6	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 7	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 8	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 9	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 10	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 11	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 12	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 13	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 14	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 15	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 16	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 17	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 18	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 19	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 20	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 21	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 22	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 23	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 24	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 25	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 26	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 27	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 28	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 29	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 30	25'	\$13,216		\$729.42	\$744.31	\$784.32

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Owner	Property	Lot Size	Total Par Debt		Net Annual Debt	If Paid in November	Gross Annual
			Allocation	Per Unit	Assessment Allocation		Debt Assessment Allocation (1)
Pulte Home Corporation	Plat Book 178 Page 20 lot 101	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 102	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 103	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 104	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 105	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 106	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 107	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 108	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 109	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 110	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 111	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 112	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 113	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 114	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 115	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 116	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 117	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 118	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 119	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 120	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 121	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 122	25'	\$13,216		\$729.42	\$744.31	\$784.32
Pulte Home Corporation	Plat Book 178 Page 20 lot 123	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 124	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 125	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 126	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 127	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 128	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 129	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 130	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 131	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 132	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 133	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 134	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 135	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51

[illegible]

			Total Par Debt	Net Annual Debt	Gross Annual
Owner	Property	Lot Size	Allocation Per Unit	Assessment If Paid in November	Debt Assessment Allocation (1)
Pulte Home Corporation	Plat Book 178 Page 20 lot 171	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 172	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 173	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 174	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 175	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 176	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 177	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 178	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 179	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 180	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 181	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 182	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 183	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 184	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 185	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 186	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 187	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 188	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 189	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 190	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 191	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 192	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 193	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 194	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 195	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 196	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 197	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 198	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 199	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 200	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 201	40'	\$24,037	\$1,326.65	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 202	50'	\$30,068	\$1,659.54	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 203	50'	\$30,068	\$1,659.54	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 204	50'	\$30,068	\$1,659.54	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 205	50'	\$30,068	\$1,659.54	\$1,784.45

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Owner	Property	Lot Size	Total Par Debt		Net Annual Debt		Gross Annual Debt Assessment Allocation (1)
			Allocation	Per Unit	Assessment Allocation	If Paid in November	
Pulte Home Corporation	Plat Book 178 Page 20 lot 276	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 277	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 278	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 279	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 280	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 281	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 282	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 283	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 284	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 285	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 286	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 287	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 288	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 289	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 290	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 291	50'	\$30,068		\$1,659.54	\$1,693.41	\$1,784.45
Pulte Home Corporation	Plat Book 178 Page 20 lot 292	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 293	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 294	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 295	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 296	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 297	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 298	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 299	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 300	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 301	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 302	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 303	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 304	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 305	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Pulte Home Corporation	Plat Book 178 Page 20 lot 306	40'	\$24,037		\$1,326.65	\$1,353.72	\$1,426.51
Totals			\$6,590,000		\$363,718.72	\$371,141.55	\$391,095.40

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method

Owner	Property	Lot Size	Total Par Debt		Net Annual Debt	If Paid in November	Gross Annual
			Allocation	Per Unit	Assessment Allocation		Debt Assessment Allocation (1)

Annual Assessment Period	30
Average Coupon Rate (%)	3.66%
Maximum Annual Debt Service	\$363,718

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT C

Maturities and Coupon of Series 2020 Bonds

Aug 13, 2020 10:35 am Prepared by DBC Finance

(Sandmine Road CDD 2020-SR-2020) Page 2

BOND PRICING					
Sandmine Road Community Development District Special Assessment Bonds, Series 2020					
Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2025	690,000	2.625%	2.625%	100.000
Term 2:	05/01/2030	800,000	3.125%	3.125%	100.000
Term 3:	05/01/2040	2,080,000	3.625%	3.625%	100.000
Term 4:	05/01/2050	3,020,000	3.750%	3.800%	99.110
		6,590,000			
Dated Date			08/31/2020		
Delivery Date			08/31/2020		
First Coupon			11/01/2020		
Par Amount			6,590,000.00		
Original Issue Discount			-26,878.00		
Production			6,563,122.00	99.592140%	
Underwriter's Discount			-131,800.00	-2.000000%	
Purchase Price			6,431,322.00	97.592140%	
Accrued Interest					
Net Proceeds			6,431,322.00		

EXHIBIT D

Sources and Uses of Funds for Series 2020 Bonds

Aug 13, 2020 10:35 am Prepared by DBC Finance

(Sandmine Road CDD 2020-SR-2020) Page 1

SOURCES AND USES OF FUNDS

Sandmine Road Community Development District
Special Assessment Bonds, Series 2020

Sources:

Bond Proceeds:	
Par Amount	6,590,000.00
Original Issue Discount	-26,878.00
	<hr/>
	6,563,122.00

Uses:

Other Fund Deposits:	
DSRF (50% MADS)	181,859.38
Capitalized Interest Fund (thru 11/1/2020)	39,270.87
	<hr/>
	221,130.25
Delivery Date Expenses:	
Cost of Issuance	205,625.00
Underwriter's Discount	131,800.00
	<hr/>
	337,425.00
Other Uses of Funds:	
Construction Fund	6,004,566.75
	<hr/>
	6,563,122.00

EXHIBIT E

Annual Debt Service Payment Due on Series 2020 Bonds

Aug 13, 2020 10:35 am Prepared by DBC Finance

(Sandmine Road CDD 2020-SR-2020) Page 5

BOND DEBT SERVICE

Sandmine Road Community Development District
Special Assessment Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2020			39,270.87	39,270.87
11/01/2021	130,000	2.625%	230,056.25	360,056.25
11/01/2022	135,000	2.625%	226,578.13	361,578.13
11/01/2023	140,000	2.625%	222,968.76	362,968.76
11/01/2024	140,000	2.625%	219,293.76	359,293.76
11/01/2025	145,000	2.625%	215,553.13	360,553.13
11/01/2026	150,000	3.125%	211,306.25	361,306.25
11/01/2027	155,000	3.125%	206,540.63	361,540.63
11/01/2028	160,000	3.125%	201,618.76	361,618.76
11/01/2029	165,000	3.125%	196,540.63	361,540.63
11/01/2030	170,000	3.125%	191,306.25	361,306.25
11/01/2031	175,000	3.625%	185,478.13	360,478.13
11/01/2032	180,000	3.625%	179,043.76	359,043.76
11/01/2033	190,000	3.625%	172,337.51	362,337.51
11/01/2034	195,000	3.625%	165,359.38	360,359.38
11/01/2035	205,000	3.625%	158,109.38	363,109.38
11/01/2036	210,000	3.625%	150,587.51	360,587.51
11/01/2037	220,000	3.625%	142,793.76	362,793.76
11/01/2038	225,000	3.625%	134,728.13	359,728.13
11/01/2039	235,000	3.625%	126,390.63	361,390.63
11/01/2040	245,000	3.625%	117,690.63	362,690.63
11/01/2041	255,000	3.750%	108,468.75	363,468.75
11/01/2042	265,000	3.750%	98,718.75	363,718.75
11/01/2043	275,000	3.750%	88,593.75	363,593.75
11/01/2044	285,000	3.750%	78,093.75	363,093.75
11/01/2045	295,000	3.750%	67,218.75	362,218.75
11/01/2046	305,000	3.750%	55,968.75	360,968.75
11/01/2047	315,000	3.750%	44,343.75	359,343.75
11/01/2048	330,000	3.750%	32,250.00	362,250.00
11/01/2049	340,000	3.750%	19,687.50	359,687.50
11/01/2050	355,000	3.750%	6,656.25	361,656.25
	6,590,000		4,293,552.24	10,883,552.24

SECTION V

RESOLUTION 2020-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT CONFIRMING A PRIOR DETERMINATION OF BENEFIT AND PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF DEBT SERVICE SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sandmine Road Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, certain infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"), the Board of Supervisors ("**Board**") of the District has adopted its budget(s), including its operations and maintenance budget and debt service budget ("**Adopted Budget**") attached hereto as **Exhibit "A"** and now desires to set forth the method by which debt service special assessments shall be collected and enforced; and

WHEREAS, the District has entered into a funding agreement for the purpose of funding its operations and maintenance budget for Fiscal Year 2020/2021 and accordingly is not at this time levying a special assessment to fund its Fiscal Year 2020/2021 operations and maintenance budget; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached hereto as **Exhibit "B,"** and to directly collect the Assessment Roll relating to the property within the District ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board finds and determines that the District's capital improvement plan, which is funded in part by the District's debt service special assessments, continues to confer a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments as set forth in **Exhibits "A" and "B."** Additionally, the Board finds and determines that the allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** continues to be fair and reasonable.

SECTION 2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Direct Bill Assessments.** The previously levied debt service special assessments levied on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2020, 25% due no later than February 1, 2021 and 25% due no later than May 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- B. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 3. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection.

SECTION 4. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 20th day of August, 2020.

ATTEST:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

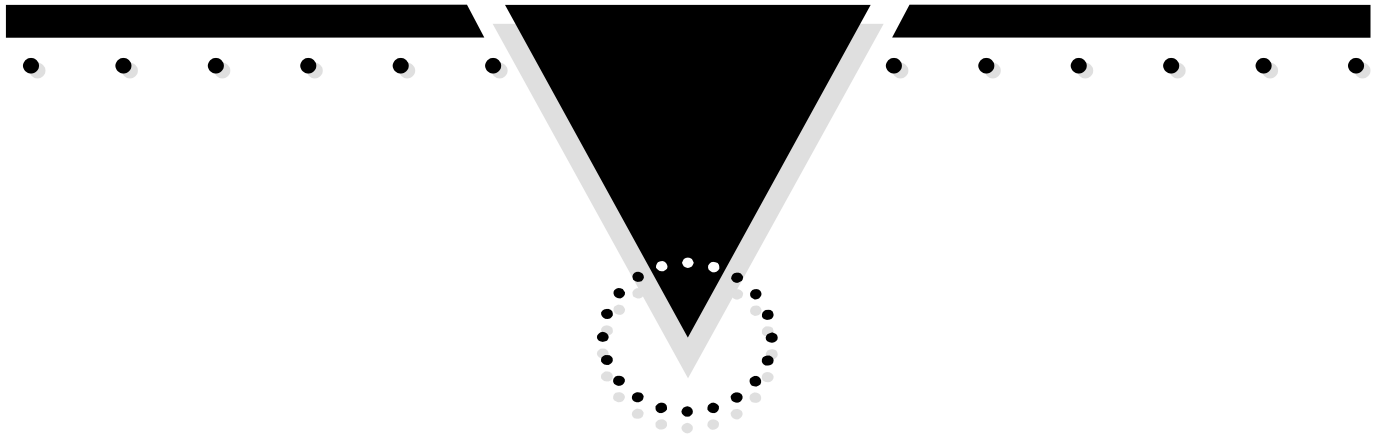
Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget

Exhibit B: Assessment Roll (Direct Collect)



Sandmine Road
Community Development District

Adopted Budget
FY 2020-FY2021



Table of Contents

1 General Fund

2-3 General Fund Narrative

Sandmine Road

Community Development District

<u>Description</u>	<u>Adopted Budget FY2020</u>	<u>Adopted Budget FY2021</u>
<u>Revenues</u>		
Developer Contributions	\$65,447	\$104,218
<i>Total Revenues</i>	<u>\$65,447</u>	<u>\$104,218</u>
<u>Expenditures</u>		
<u>Administrative</u>		
Supervisor Fees*	\$6,000	\$12,000
FICA Expense*	\$459	\$918
Engineering*	\$6,000	\$12,000
Attorney*	\$12,500	\$25,000
Annual Audit	\$0	\$3,500
Management Fees*	\$17,500	\$35,000
Information Technology*	\$600	\$1,200
Website Creation/ADA Compliance	\$2,775	\$0
Telephone*	\$150	\$300
Postage*	\$500	\$1,000
Insurance*	\$2,500	\$5,500
Printing & Binding*	\$500	\$1,000
Legal Advertising	\$15,000	\$5,000
Other Current Charges*	\$500	\$1,000
Office Supplies*	\$313	\$625
Dues, Licenses & Subscriptions	\$150	\$175
<i>Total Expenditures</i>	<u>\$65,447</u>	<u>\$104,218</u>
Excess Revenues/(Expenditures)	<u>\$0</u>	<u>\$0</u>

*Prorated amount represents 6 months for FY20.

Sandmine Road

Community Development District

GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a funding agreement with the developer to fund the general fund expenditures for the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Annual Audit

The district is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services.

Sandmine Road

Community Development District

GENERAL FUND BUDGET

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Website Creation/ADA Compliance

Represents an estimated cost to create the initial District website and ensure District meets ADA compliance guidelines.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability, public officials liability and property insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

SECTION VI

AGREEMENT BY AND BETWEEN THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT AND PULTE HOME COMPANY, LLC, REGARDING THE DIRECT COLLECTION OF DEBT SERVICE ASSESSMENTS FOR FISCAL YEAR 2020-2021

This **Agreement** is made and entered into as of this ____ day of _____, 2020, by and between:

Sandmine Road Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida (hereinafter "District"), and

Pulte Home Company, LLC, a Michigan limited liability company and the owner the property located within the boundaries of the District (hereinafter, the "Developer"). For purposes of this agreement, Developer's property is more particularly described in **Exhibit "A"** attached hereto (the "Property").

Recitals

WHEREAS, the Sandmine Road Community Development District ("**District**") was established by an ordinance adopted by Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, debt service assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the debt service assessments against the Property but has missed the deadline for submitting such assessments to the Polk County Tax Collector; and

WHEREAS, the District and Developer desire to arrange for the direct collection of the District's debt service assessments; and

WHEREAS, Developer desires to provide for the direct payment of debt service assessments.

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

1. **Assessment Payment.** Developer agrees to pay the previously levied debt service assessments attributable to the Property, regardless of whether Developer owns the Property at the time of such payment. Nothing herein shall prohibit Developer from prorating or otherwise collecting these debt service assessments from subsequent purchasers of the Property. The District shall send a bill to Developer on or about September 15, 2020, indicating the exact amount of its previously levied debt service. If Developer does not pay such invoice in full prior to December 1, 2020, then to the extent permitted by law, Developer may pay the assessments in several partial, deferred payments and according to the following

schedule: 50% due no later than December 1, 2020, 25% due no later than February 1, 2021, and 25% due no later than May 1, 2021. The District's decision to collect debt service assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect debt service assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

2. **Enforcement.** This Agreement shall serve as an alternative method for collection of the debt service assessments. This Agreement shall not affect the District's ability to collect and enforce its debt service assessments by any other method authorized by Florida law. Developer acknowledges that the failure to pay the debt service assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Polk County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any future installments of debt service assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the debt service assessments. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

3. **Notice.** All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Developer:	Pulte Home Company, LLC 4901 Vineland Road, Suite 500 Orlando, Florida 32811 Attn: _____
If to the District:	Sandmine Road Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel

4. **Amendment.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each

party has full power and authority to comply with the terms and provisions of this instrument.

6. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. **Attorneys' Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

12. **Effective Date.** The Agreement shall take effect as of August 20, 2020.

[Remainder of Page Intentionally Left Blank.]

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Witness

By: _____
Name: _____
Title: _____

Exhibit A Description of the Property

Attachment A
Legal Description

PARCEL 1 (NORTH PROPERTY):

THAT PART OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN S89°49'14"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 2633.31 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE RUN S00°21'16"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1374.50 FEET TO THE NORTH LINE OF THE SOUTH 1266.00 FEET OF SAID NORTHEAST 1/4; THENCE RUN N89°55'04"E ALONG SAID NORTH LINE FOR A DISTANCE OF 360.01 FEET TO THE EAST LINE OF THE WEST 360.00 FEET OF SAID NORTHEAST 1/4; THENCE RUN S00°21'16"W ALONG SAID EAST LINE FOR A DISTANCE OF 606.02 FEET TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF SAID NORTHEAST 1/4; THENCE RUN S89°55'04"W ALONG SAID NORTH LINE FOR A DISTANCE OF 91.39 FEET TO THE EAST LINE OF THE WEST 268.61 FEET OF SAID NORTHEAST 1/4; THENCE RUN S00°21'16"W ALONG SAID EAST LINE FOR A DISTANCE OF 660.02 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE RUN N89°55'04"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 2383.69 FEET TO THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 13; THENCE RUN N00°03'31"W ALONG SAID EAST LINE FOR A DISTANCE OF 2652.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE PROPERTY LYING WITHIN THE FOLLOWING PROPERTY:

THE SOUTH 40.00 FEET OF THE EAST 356.39 FEET OF THE WEST 565.00 FEET OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO POLK COUNTY BY DEED RECORDED IN O.R. BOOK 9568, PAGE 1486, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13 AND THE NORTHERLY PROJECTION OF THE EAST LINE OF SAND MINE PLAZA, AS RECORDED IN PLAT BOOK 154, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 13, A DISTANCE OF 1080.00 FEET; THENCE NORTH 00°18'42" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 89°52'49" WEST, ALONG SAID LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 13, A DISTANCE OF 1080.00 FEET TO THE AFORESAID NORTHERLY PROJECTION OF THE EAST LINE OF SAND MINE PLAZA, AS RECORDED IN PLAT BOOK 154, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°18'42" WEST, ALONG SAID NORTHERLY PROJECTION, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2 (SIGNAGE PARCEL):

THAT PART OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 13; THENCE RUN S89°55'04"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 619.73 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°04'56"W FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°04'56"W FOR A DISTANCE OF 20.00 FEET; THENCE RUN S89°55'04"W FOR A DISTANCE OF 24.29 FEET TO THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY 27; THENCE RUN S19°18'5"E ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 7.63 FEET; THENCE RUN S08°00'15"E ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 12.92 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN N89°55'04"E FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING

CONTAINING 150.25 ACRES, MORE OR LESS.

SECTION VII

**AGREEMENT BETWEEN THE SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT AND OSCEOLA ENGINEERING, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this _____, 2020, by and between:

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located within Polk County, Florida, and with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“District”); and

OSCEOLA ENGINEERING, INC., a Florida corporation, with a mailing address of 1003 Florida Avenue, St. Cloud, Florida, 34769 (“Engineer”).

RECITALS

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District had solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

Article 2. Scope of Services

- A. The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full-time construction management of District projects, as directed by the District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 6. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 22.

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 8. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 9. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of the District.

Article 12. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to

Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 13. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 14. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. 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 of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

Article 15. Contingent Fee. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 16. Audit. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 17. Indemnification. Engineer shall indemnify, defend, and hold harmless the District, and the District's officers, employees and staff, wholly from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers, employees, and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

Article 18. Compliance with Public Records Laws. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer, the Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-407-841-5524,

GFLINT@GMSCFL.COM, OR 219 EAST LIVINGTON STREET, ORLANDO, FLORIDA 32801.

Article 19. Employment Verification. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 20. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Polk County, Florida.

Article 21. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 23. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

Sandmine Road
Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to:

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

If to Engineer:

Osceola Engineering, Inc.
1003 Florida Avenue
St. Cloud, Florida 34769
Attn: Broc Althafer

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 Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 25. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

OSCEOLA ENGINEERING, INC., a Florida
corporation

Witness

By: Broc Althafer

Exhibit A – Rate Schedule

EXHIBIT "A"

2020 HOURLY RATE AND REIMBURSABLE EXPENSE FEE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Expert Witness and Testimony	\$300.00
Principal Preparation for Deposition/Trial	250.00
Principal Engineer	200.00
Project Manager	175.00
Landscape Architect	135.00
Senior Planner	135.00
Environmental Scientist	135.00
Construction Administration	125.00
Project Engineer	125.00
Construction Inspector	110.00
Senior Engineering Designer	95.00
Senior Landscape Designer	95.00
Senior CADD Designer	80.00
Executive Assistant	65.00
Word Processor	55.00
Office Assistant	50.00

In cases where overtime work is performed by hourly paid employees, it shall be billed at a rate of one and one-half (1½) times the standard hourly rates.

Reimbursable Expenses

Reimbursable expenses are charged to the Client as shown on the schedule below. Reimbursable expenses include all printing and reproduction costs associated with reports, prints, postage and shipping; laboratory analysis; permit application fees; sub-consultant fees; expenses for travel outside a sixty (60) mile radius of the Osceola County area to include food, transportation, lodging and tolls.

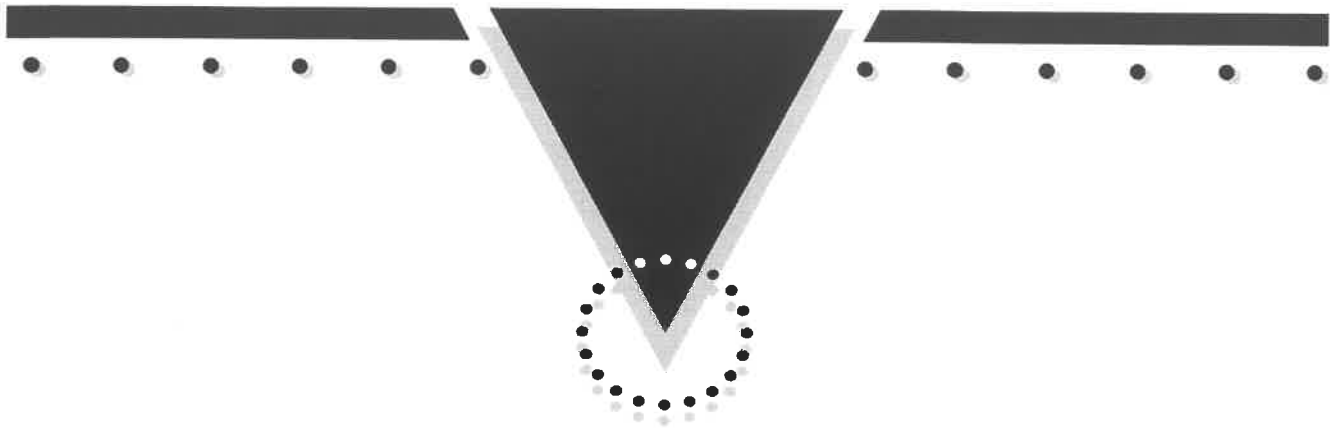
a. Prints – 24" x 36"/30" x 42" Blackline, ea.	2.00/3.00
b. Paper Sepia (Vellum) – 24" x 36"/30" x 42", ea.	5.00/7.50
c. Sepia Mylar – 24" x 36"/30" x 42", ea.	10.00/15.00
d. Xerox Copies, ea. (mass production)	0.05
e. Travel per mile	0.58
f. Printing, Graphics, Postage, etc.	Cost + 15%
g. Long Distance Telephone Charges	Cost + 15%
h. Out of Town Expenses (Overnight)	Cost + 15%
i. Sub-Consultant Services, Laboratory Testing, etc.	Cost + 15%
j. Permit and Application Fee Advances	Cost + 15%
k. Courier Services	Local \$15.00 / Orlando \$60.00

Hourly rates and costs associated with reimbursable expenses in effect through December 31, 2020. Rates may be revised annually, effective January 1st.

SECTION IX

SECTION C

SECTION 1



Sandmine Road
Community Development District

Unaudited Financial Reporting

July 31, 2020



TABLE OF CONTENTS

1	<u>BALANCE SHEET</u>
2	<u>GENERAL FUND INCOME STATEMENT</u>
3	<u>MONTH TO MONTH</u>
4	<u>DEVELOPER CONTRIBUTION SCHEDULE</u>

SANDMINE ROAD
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
July 31, 2020

	General Fund
<u>ASSETS:</u>	
CASH	\$5,338
DUE FROM DEVELOPER	\$8,180
TOTAL ASSETS	\$13,518
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$13,294
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNASSIGNED	\$224
TOTAL LIABILITIES & FUND EQUITY	\$13,518

SANDMINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/20	ACTUAL THRU 7/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$65,447	\$43,631	\$37,840	(\$5,792)
TOTAL REVENUES	\$65,447	\$43,631	\$37,840	(\$5,792)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$6,000	\$4,000	\$0	\$4,000
FICA EXPENSE	\$459	\$153	\$0	\$153
ENGINEERING	\$6,000	\$4,000	\$0	\$4,000
ATTORNEY	\$12,500	\$8,333	\$10,476	(\$2,143)
MANAGEMENT FEES	\$17,500	\$11,667	\$10,208	\$1,458
WEBSITE CREATION	\$2,775	\$2,775	\$2,775	\$0
INFORMATION TECHNOLOGY	\$600	\$400	\$350	\$50
TELEPHONE	\$150	\$100	\$0	\$100
POSTAGE	\$500	\$333	\$81	\$252
INSURANCE	\$2,500	\$2,500	\$2,302	\$198
PRINTING & BINDING	\$500	\$333	\$39	\$294
LEGAL ADVERTISING	\$15,000	\$10,000	\$11,278	(\$1,278)
OTHER CURRENT CHARGES	\$500	\$333	\$0	\$333
OFFICE SUPPLIES	\$313	\$209	\$5	\$203
DUES, LICENSE & SUBSCRIPTIONS	\$150	\$150	\$100	\$50
TOTAL EXPENDITURES	\$65,447	\$45,287	\$37,616	\$7,671
EXCESS REVENUES (EXPENDITURES)	\$0		\$224	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$224	

SANDMINE ROAD

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$15,275	\$4,552	\$9,833	\$4,180	\$0	\$0	\$37,840
TOTAL REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$15,275	\$4,552	\$9,833	\$4,180	\$0	\$0	\$37,840
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$5,257	\$626	\$4,594	\$0	\$0	\$0	\$10,476
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$1,458	\$2,917	\$2,917	\$2,917	\$0	\$0	\$10,208
MANAGEMENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,775	\$0	\$0	\$0	\$0	\$2,775
WEBSITE CREATION	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$100	\$100	\$100	\$0	\$0	\$350
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$79	\$2	\$0	\$0	\$81
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$2,302	\$0	\$0	\$0	\$0	\$0	\$2,302
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21	\$0	\$17	\$0	\$0	\$39
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$950	\$5,291	\$4,518	\$519	\$0	\$0	\$11,278
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$5
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$100
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$10,017	\$11,835	\$12,209	\$3,555	\$0	\$0	\$37,616
EXCESS REVENUES (EXPENDITURES)	\$0	\$0	\$0	\$0	\$0	\$0	\$5,258	(\$7,283)	(\$2,376)	\$4,625	\$0	\$0	\$224

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)	Due from Capital	Over and (short) Balance Due
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		\$ 11,736.77	\$ 11,736.77	\$ 8,180.10	\$ 3,556.67	\$ 11,736.77
Due from Developer			\$ 33,071.59	\$ 44,808.36	\$ 37,839.69	\$ 6,968.67	\$ 11,736.77

Total Developer Contributions FY20

\$ 37,839.69

SECTION 2

Sandmine Road
Community Development District

FY20 Funding Request #5
August 14, 2020

Payee		General Fund	
1	Governmental Management Services-CF, LLC Inv# 5 - Management Fees - August 2020	\$	3,112.30
2	Hopping, Green & Sams Inv# 116203 - General Counsel - June 2020	\$	4,594.40
3	The Ledger Inv# 1040099 - Notice of Budget Adoption Meeting - July 2020	\$	519.17
		\$	8,225.87
		Total:	\$ 8,225.87

Please make check payable to:

Sandmine Road Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 5

Invoice Date: 8/1/20

Due Date: 8/1/20

Case:

P.O. Number:

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

V #1 nd

Description	Hours/Qty	Rate	Amount
Management Fees - August 2020 001-310-51300-34000		2,916.67	2,916.67
Information Technology - August 2020 001-310-51300-35100		100.00	100.00
Office Supplies 001-310-51300-51000		0.12	0.12
Postage 001-310-51300-412000		84.11	84.11
Copies 001-310-51300-412500		11.40	11.40
Total			\$3,112.30
Payments/Credits			\$0.00
Balance Due			\$3,112.30

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

July 10, 2020

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

Bill Number 116203
Billed through 06/30/2020

RECEIVED
AUG 06 2020

General
SMRCDD 00001 TFM

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

06/01/20	TFM	Confer with Flint regarding Agreement with VGlobal Tech and review matters pertaining to same.	0.50 hrs
06/01/20	EGRE	Revise VGlobalTech agreement; review agenda package.	0.60 hrs
06/02/20	TFM	Review matters pertaining to website agreement.	0.40 hrs
06/02/20	EGRE	Review agenda package and prepare agenda memorandum.	0.60 hrs
06/02/20	DGW	Conferences with Mackie and Sandy regarding ADA website compliance agreement and research same.	0.50 hrs
06/04/20	TFM	Prepare for Board meeting.	0.30 hrs
06/05/20	TFM	Prepare for and attend Board meeting by phone; follow-up from meeting.	2.10 hrs
06/11/20	EGRE	Prepare resolution adopting uniform method of collection and resolution adopting rules of procedure; review draft agenda and provide comments.	1.20 hrs
06/15/20	TFM	Prepare for Board meeting; prepare uniform method resolution; review revised VGlobal tech agreement; confer with Flint.	0.70 hrs
06/18/20	TFM	Prepare for and attend Board meeting by phone.	1.50 hrs
06/24/20	TFM	Confer regarding extension of Sunshine law waiver.	0.20 hrs
06/26/20	SSW	Review Executive Order 20-150 regarding extension of waiver of physical quorum requirement for local government public meetings; prepare and circulate correspondence to District Managers regarding same.	0.10 hrs

Total fees for this matter \$2,400.00

DISBURSEMENTS

Legal Advertisement 2,194.40

Total disbursements for this matter \$2,194.40

001-310-51300-31600

MATTER SUMMARY

Wilbourn, David - Paralegal	0.50 hrs	140 /hr	\$70.00
Gregory, Emma C.	2.40 hrs	235 /hr	\$564.00
Warren, Sarah S.	0.10 hrs	275 /hr	\$27.50
Mackie, A.Tucker Frazee	5.70 hrs	305 /hr	\$1,738.50

TOTAL FEES	\$2,400.00
------------	------------

TOTAL DISBURSEMENTS	\$2,194.40
---------------------	------------

TOTAL CHARGES FOR THIS MATTER	\$4,594.40
--------------------------------------	-------------------

BILLING SUMMARY

Wilbourn, David - Paralegal	0.50 hrs	140 /hr	\$70.00
Gregory, Emma C.	2.40 hrs	235 /hr	\$564.00
Warren, Sarah S.	0.10 hrs	275 /hr	\$27.50
Mackie, A.Tucker Frazee	5.70 hrs	305 /hr	\$1,738.50

TOTAL FEES	\$2,400.00
------------	------------

TOTAL DISBURSEMENTS	\$2,194.40
---------------------	------------

TOTAL CHARGES FOR THIS BILL	\$4,594.40
------------------------------------	-------------------

Please include the bill number with your payment.

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

07/01/20 - 07/31/20		SANDMINE ROAD CDD	
23 TOTAL AMOUNT DUE	UNAPPLIED AMOUNT	3 TERMS OF PAYMENT	
5,105.35		NET 15 DAYS	
21 CURRENT AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS
586.95	4,518.40	.00	.00

ADVERTISING INVOICE and STATEMENT

24 INVOICE NUMBER	4 PAGE #	5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER
1040099	1	07/31/20	768129	

8 - 181
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

210104009900005105356

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10 DATE	11 NEWSPAPER REFERENCE	12/13/14 DESCRIPTION - OTHER COMMENTS/CHARGES	15/16 SAU SIZE BILLED UNITS	17 TIMES RUN RATE	18 GROSS AMOUNT	19 NET AMOUNT
06/30 07/31 07/01	1040166 L060G0J905 LEGAL LINE AD	BALANCE FORWARD Finance Charge SANDMINE ROAD COMMUN ITY DEVELOPMENT DIS LKL/FULL, LNET/FULL 0001 L060G0J905 Lauren	1x109L	1	519.17	4,518.40 67.78 519.17
<div style="text-align: center;"> <p>RECEIVED</p> <p>AUG 01 / 2020</p> <p>BY: _____</p> </div>						
YOUR ACCOUNT REFLECTS A PAST DUE BALANCE WHICH MUST BE RECEIVED BEFORE THE 15TH TO AVOID SUSPENSION.						

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
\$ 519.17 586.95	4,518.40	.00	.00		5,105.35

24 INVOICE NUMBER	25 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER	2 ADVERTISER / CLIENT NAME
1040099	07/01/20 - 07/31/20	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 **BUDGET**

Concerning **SANDMINE ROAD CDD**

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

6-24, 7-1, 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 1st day of July, A.D. 2020

Patricia Ann Rouse
Notary Public

(Seal)



**SANDMINE ROAD COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF
THE BUDGET FOR THE FISCAL
YEAR 2019/2020 AND 2020/2021;
AND
NOTICE OF REGULAR BOARD OF
SUPERVISORS MEETING**

The Board of Supervisors ("Board") of the Sandmine Road Community Development District ("District") will hold a public hearing on July 15, 2020 at 2:00 p.m. for the purpose of hearing comments and objections on the adoption of the proposed budgets of the District for the fiscal years beginning October 1, 2019 and ending September 30, 2020, and October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2019/2020 and 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that properly comes before it. A copy of the agenda and proposed budget may be obtained by contacting the offices of the District Manager, Governmental Services - Central Florida, LLC, c/o George Flint, Ph: (407) 641-6824 or email: gflint@gmail.com ("District Manager's Office"), during normal business hours.

It is anticipated that, due to the current COVID-19 public health emergency, the public hearing and Board meeting may be conducted remotely utilizing communications media technology and/or by telephone pursuant to Executive Orders 20-82, 20-89 and 20-91 (as extended by Executive Order 20-112) issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 1, 2020, and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2, Florida Statutes. Anyone wishing to listen to or participate in the Board meeting and/or public hearing can do so by using the communications media technology access information provided by the District. The public may access the meeting or hearing via their computer at <https://zoom.us/j/96553449074> or dial in telephonically at (844) 678-0923 and by entering the meeting ID of 965 5344 9074. If conditions allow the meeting and/or hearings to occur in person, the meeting and hearing will be held at 2227 Lakeland Circle, Davenport, Florida 33837. Information about how the meeting and hearing will occur, assistance connecting to the meeting and hearing or arranging further accommodations for participation, and an electronic copy of the agenda and proposed budget may be obtained by contacting the District Manager's Office.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a later time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this 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 (TTY) 1-800-955-8770 (Voice), for aid 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 public hearing or meeting 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

6-25, 7-1, 2020

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Annual Audit Services for Fiscal Year 2020
Polk County, Florida

INSTRUCTIONS TO PROPOSE

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Wednesday, September 9, 2020, at 2:00 P.M.**, at the offices of District Manager, located 219 East Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relive it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit seven (7) copies and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Sandmine Road Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2020, 2021, 2022, 2023, and 2024. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

SECTION B

**SANDMINE ROAD
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Sandmine Road Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2020, with an option for **four** additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County and has a general administrative operating fund and a debt service fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide seven (7) copies and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 East Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "**Auditing Services - Sandmine Road Community Development District.**" Proposals must be received by **Wednesday, September 9, 2020, 2:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George S. Flint
Governmental Management Services - Central Florida, LLC
District Manager