## Sandmine Road Community Development District

Agenda

January 20, 2022

# **A**GENDA

# Sandmine Road Community Development District

219 East Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

January 13, 2021

Board of Supervisors
Sandmine Road
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of Sandmine Road Community Development District will be held on Thursday, January 20, 2021 at 2:00 PM at 1115 Aloha Blvd., Davenport, Florida 33897. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the October 21, 2021 Meeting
- 4. Ratification of Phase 2A Infrastructure Acquisitions and Conveyances
- 5. Ratification of Series 2021 Requisitions 1-3
- 6. Staff Reports
  - A. Attorney
    - i. Memo on Wastewater and Stormwater Needs Analysis
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of FY2021 Funding Requests #22-23
- 7. Other Business
- 8. Supervisors Requests
- 9. Adjournment

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

The third order of business is approval of the minutes of the October 21, 2021 Board of Supervisors Meeting. The minutes are enclosed for your review.

The fourth order of business is the ratification of Phase 2A Infrastructure Acquisitions and Conveyances. The Bill of Sale is enclosed for your review.

The fifth order of business is the ratification of Series 2021 Requisitions 1-3. A copy of the requisitions are enclosed for your review.

The sixth order of business is staff reports. Section A is the Attorney's report. Subsection 1 is the presentation of the Memo on Wastewater and Stormwater Needs Analysis. A copy of the memo is enclosed for your review. Section C is the District Manager's report. Section 1 includes the balance sheet and income statement for your review. Section 2 is ratification of funding requests

22 and 23. A copy of the funding requests are enclosed for your review. A copy of the funding request is enclosed for your review.

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

Sincerely,

George S. Flint District Manager

CC: Tucker Mackie, District Counsel Darrin Mossing, GMS

**Enclosures** 

# MINUTES

### MINUTES OF MEETING SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sandmine Road Community Development District was held Thursday, **October 21, 2021** at 2:00 p.m. at 1115 Aloha Blvd, Davenport, Florida.

Present and constituting a quorum:

Eric Baker

Chairman

Aaron Struckmeyer

Vice Chairman

Sean Bailey

**Assistant Secretary** 

Also present were:

George Flint

District Manager, GMS

Tucker Mackie by phone Broc Althafer by phone District Counsel

William Viasalyers

District Engineer Field Manager

#### FIRST ORDER OF BUSINESS

#### Roll Call

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

#### SECOND ORDER OF BUSNESS

#### **Public Comment Period**

Mr. Flint stated that there were not any members of the public present to comment.

#### THIRD ORDER OF BUSINESS

Approval of Minutes of the September 23, 2021 Meeting

Mr. Flint asked if the Board had any comments or corrections to the September 23, 2021 Board meeting minutes. The Board had no changes.

October 21, 2021 Sandmine Road CDD

On MOTION by Mr. Baker, seconded by Mr. Bailey, with all in favor, the Minutes of the September 23, 2021 Board Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

# Consideration of Resolution 2022-01 Finalizing Assessments

Mr. Flint reviewed Resolution 2022-01. He noted that the underwriter had priced the bonds and they now know the final terms. They finalized the Assessment Methodology and prepared this resolution to finalize the assessments.

Ms. Mackie noted that this supplements the Master Assessment resolution that was adopted at the last meeting and equalizes the assessments in accordance with the terms of the bonds as issued. Ms. Mackie noted that the resolution would approve of the Amended and Restated Master Engineer's Report dated August 2021 for the Phase 2 project as described and also approve of the Supplemental Assessment Methodology report for Assessment Area 2 dated October 14, 2021 and prepared by GMS. Those reports are both attached as exhibits to the resolution. Ms. Mackie noted that Exhibit 'C' provides for the interest and maturity on the bonds. Exhibit 'D' are the sources and the uses of the funds of the Series 2021 bonds. The paramount being \$7,435,000. Exhibit 'E' identifies the debt service due on the bonds over the course of the next 30 years.

Ms. Mackie noted that following the approval of the resolution and the closing of the bonds, the District's Secretary will be authorized to file an additional notice of the assessments in the public record. The Board had no questions for Ms. Mackie or Mr. Flint.

On MOTION by Mr. Baker, seconded by Mr. Struckmeyer, with all in favor, Resolution 2022-01 Finalizing Assessments, was approved.

#### FIFTH ORDER OF BUSINESS

# Consideration of Amended and Restated Cost Share Agreement

Mr. Flint stated that this agreement has to do with the allocation and the expenses between the CDD and the HOA relative to irrigation of the entranceway.

On MOTION by Mr. Baker, seconded by Mr. Bailey, with all in favor, the Amended and Restated Cost Share Agreement, was approved.

October 21, 2021 Sandmine Road CDD

#### SIXTH ORDER OF BUSINESS

Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2021

Mr. Flint noted that every year the CDD, by statute, is required to have an annual independent audit preformed. Mr. Flint stated that the amount was a not to exceed of \$3,260. The Board had no questions on the agreement.

On MOTION by Mr. Baker, seconded by Mr. Bailey, with all in favor, the Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2021, was approved.

#### SEVENTH ORDER OF BUSINESS

# Consideration of Series 2021 Requisition

Mr. Flint noted that they will fund Requisition #1 either at closing or as close to closing as possible. Ms. Mackie and Mr. Althafer are working to get the costs together and the requisition prepared. Ms. Mackie suggested authorizing the Chairman to approve the requisition once it's prepared.

On MOTION by Mr. Baker, seconded by Mr. Bailey, with all in favor, Authorization for the Chairman to Approve the Series 2021 Requisition #1 once prepared by counsel, was approved.

#### EIGHTH ORDER OF BUSINESS

Consideration of Joint Letter by Hopping Green & Sams, P.A. and Kutak Rock LLP – ADDED

Ms. Mackie noted that they provided a transition letter that announces the departure of herself along with 9 of her partners to the law firm of Kutak Rock effective November 15, 2021. Mr. Flint noted that they could either go with the new firm or seek new counsel because Hopping Green & Sams will no longer exist after the transition. Mr. Flint's recommendation was to direct HGS to transfer their files for Sandmine Road to Kutak Rock.

On MOTION by Mr. Baker, seconded by Mr. Bailey with all in favor, the Joint Letter by Hopping Green & Sams PA and Kutak Rock LLP, was approved.

October 21, 2021 Sandmine Road CDD

#### NINTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Ms. Mackie noted that Mr. Flint had preclosing documents for Mr. Baker to sign in order to close on bonds next week.

#### B. Engineer

Mr. Althafer stated that they are working on a boundary amendment. They are working on construction documents for that now. He stated that area will be annexed into the District.

### C. District Manager's Report

#### i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials. There was no action required.

#### ii. Ratification of FY2021 Funding Request #18 – 21

Mr. Flint presented ratification of funding requests #18 - #21 that were submitted to the Developer. He asked the Board to ratify them.

On MOTION by Mr. Baker, seconded by Mr. Bailey, with all in favor, the FY2021 Funding Request #18 – 21, were ratified.

#### TENTH ORDER OF BUSINESS

#### **Other Business**

Mr. Flint asked for any other comments or questions. Hearing none,

### **ELEVENTH ORDER OF BUSINESS**

**Supervisors Request** 

There being none, the next item followed.

## TWELTH ORDER OF BUSINESS

## Adjournment

Mr. Flint adjourned the meeting.

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

Secretary/Assistant Secretary Chairman/Vice Chairman

# SECTION IV

# BILL OF SALE AND GENERAL ASSIGNMENT (PHASE 2A PUBLIC INFRASTRUCTURE IMPROVEMENTS)

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made and entered into as of this 24 day of 2021, by and between PULTE HOME COMPANY, LLC, a Michigan limited liability company (hereafter referred to as "Grantor"), and SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Polk County, Florida (hereinafter referred to as "Grantee").

#### **BACKGROUND STATEMENT**

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

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "Personal and Intangible Property"), located within tracts identified on the plat ("Plat") known as Windsor Island Resort Phase 2A, recorded in Plat Book 187, Page(s) 31-34 et seq. of the Official Records of Polk, County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

## a. The following Personal and Intangible Property located within Tract BB:

(i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.

### b. The following Personal and Intangible Property located within Tract CC:

- (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.
- c. The following Personal and Intangible Property located within Tract C:

- (i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment; and
- (ii) All perimeter hardscape elements proportionately benefiting the phase 1 and phase 2 assessment areas including masonry walls, structural and non-structural fence/wall.
- (iii) All landscape and irrigation elements proportionately benefiting the phase 1 and phase 2 assessment areas including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

## d. The following Personal and Intangible Property located within Tract W

(i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.

## e. The following Personal and Intangible Property located within Tract Y:

- (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components; and
- (ii) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.
- f. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, fees, deposits, guaranties, warranties, affidavits, lien waivers, claims, bonds (maintenance or otherwise), indemnification, and agreements given heretofore and with respect to the construction or composition of all of the improvements described above; and
- g. All of the right, title, interest, and benefit of Grantor, if any, in and to all other personal property used solely in connection with construction of the improvements described above.
- 2. Grantor does hereby covenant to and with Grantee, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Grantor has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Grantor will warrant and defend the sale of its said personal property and assets hereby made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons whosoever.

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

<u>WITNESSES</u> :	GRANTOR:
1	PULTE HOME COMPANY, LLC, a Michigan limited liability company,
By: Varen Woods Name: Karen woods Title: Controller	By:
By: Brandon Claha Title: UP France, Central Flowle	Name: <u>CARSTOPHER VIEW</u> Title: <u>VILE PRESIDENT OF JAND</u> DEVELOPMENT
STATE OF FLORIDA COUNTY OF OVERVICE	
online notarization this with day of letter	edged before me by means of O physical presence or O MYSTPHEY WELL, as LLC, who appeared before me this day in person, and ed as identification.
N	DTARY PUBLIC, STATE OF FLORIDA
TRACEY FOR THE	ame: Tracy Futton ame of Notary Public, Printed, Stamped Typed as Commissioned) 2 26 2024

# EXHIBIT "A" ACQUISITION DOCUMENTATION

Improvement	Contract / Invoices	Costs Paid for CDD Phase 2A	
Stormwater	Blue Ox	\$700,422.10	\$77,824.68
Potable Water	Blue Ox	\$202,536.47	\$22,504.05
Reclaimed Water	Blue Ox	\$196,106.85	\$21,789.65
Sanitary Sewer	Blue Ox	\$281,346.89	\$31,260.77
	Total:		\$153,379.15

# SECTION V

#### **EXHIBIT C**

#### FORMS OF REQUISITIONS

### SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Sandmine Road Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of August 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of October 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 1
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Hopping Green & Sams
- (D) Amount Payable: \$224.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 125222 Project Construction for Aug 2021
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

#### The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Phase Two Project; and
- 4. each disbursement represents a Cost of Phase Two Project which has not previously been paid.

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

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

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

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_\_

Date: (|6|22

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Phase Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Phase Two Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Phase Two Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Phase Two Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Phase Two Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Phase Two Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

## Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 650.222.7500

September 14, 2021

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

Bill Number 125222 Billed through 08/31/2021

**Project Construction** 

SMRCDD 00103 TFM

FOR PROFESSIONAL SERVICES RENDERED

08/09/21 TFM Confer with Althafer; confer with Flint. 0.40 hrs

08/23/21 TFM Confer with Althafer and Flint regarding Phase 2 Acquisition. 0.30 hrs

Total fees for this matter \$224.00

MATTER SUMMARY

Mackie, A.Tucker Frazee 0.70 hrs 320 /hr \$224.00

TOTAL FEES \$224.00

TOTAL CHARGES FOR THIS MATTER \$224.00

**BILLING SUMMARY** 

Mackie, A.Tucker Frazee 0.70 hrs 320 /hr \$224.00

TOTAL FEES \$224.00

TOTAL CHARGES FOR THIS BILL \$224.00

Please include the bill number with your payment.

RECEIVED SEP 8 0 2021



#### **EXHIBIT C**

#### FORMS OF REQUISITIONS

### SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Sandmine Road Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of August 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of October 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Hopping Green & Sams
- (D) Amount Payable: \$688.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 126066
   Project Construction for Oct 2021
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

#### The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Phase Two Project; and
- 4. each disbursement represents a Cost of Phase Two Project which has not previously been paid.

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

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

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

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_

Date: 1622

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Phase Two Project and is consistent with: (i) the Acquisition Agreement, and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Phase Two Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Phase Two Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Phase Two Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Phase Two Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Phase Two Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

## Hopping Green & Sams

Attorneys and Counselors

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

November 30, 2021

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

Bill Number 126066 Billed through 11/12/2021

**Project Construction** 

SMRCDD 00103 TFM

FOR PROF	ESSION	AL SERVICES RENDERED	
10/12/21	TEM	Review improvement descriptions and prepare acquisition documents.	0.30 hrs
10/12/21	DGW	Draft acquisition documents for Phase 2A.	0.60 hrs
10/18/21	TFM	Confer with Althafer.	0.30 hrs
10/18/21	DGW	Prepare Phase 2A acquisition documents.	1.10 hrs
10/21/21	TFM	Review correspondence from Althafer and confer regarding same.	0.60 hrs
10/21/21	DGW	Review acquisition costs.	0.40 hrs
	Total fee	es for this matter	\$688.50

#### MATTER SUMMARY

Wilbourn, David - Paralegal

Mackie, A.Tucker Frazee

TOTAL FEES	\$688.50	
TOTAL CHARGES FOR THIS MATTER	\$688.50	
BILLING SUMMARY		

2.10 hrs

1.20 hrs

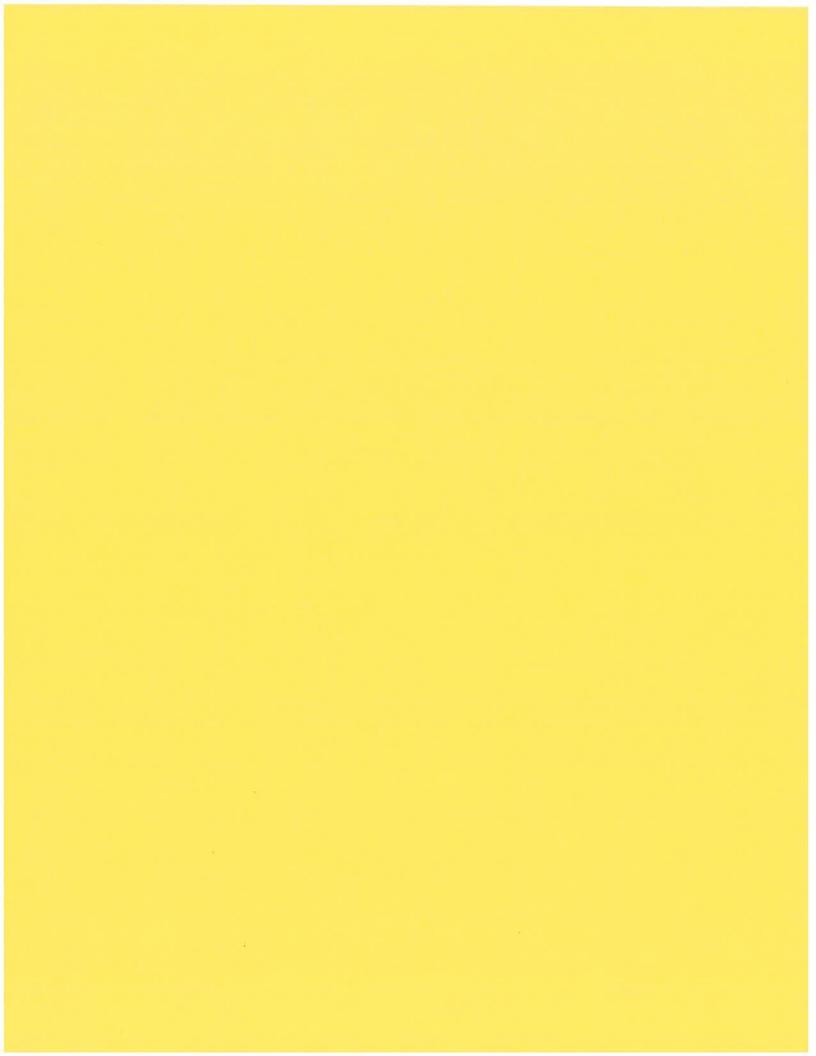
145 /hr

320 /hr

\$304.50

\$384.00

Wilbourn, David - Paralegal Mackie, A.Tucker Frazee	2.10 hrs 1.20 hrs	145 /hr 320 /hr	\$304.50 \$384.00
TOTAL FEES			\$688.50
TOTAL CHARGES FOR THIS BILL			\$688.50



#### **EXHIBIT C**

#### FORMS OF REQUISITIONS

#### SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Sandmine Road Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of August 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of October 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Pulte Home Company, LLC
- (D) Amount Payable: \$1,380,412.31
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Project Construction
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

#### The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Phase Two Project; and
- 4. each disbursement represents a Cost of Phase Two Project which has not previously been paid.

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

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

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

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By:

Responsible officer

Date: /-/0-22

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Phase Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Phase Two Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Phase Two Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Phase Two Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Phase Two Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Phase Two Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer



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

RE: Acquisition of Phase 2A Public Infrastructure Improvements

Dear Sir or Madam,

We are writing to request that the Sandmine Road Community Development District ("District") acquire from Pulte Home Company, LLC ("Developer") the public infrastructure improvements set forth in Exhibit A, which is attached hereto. Developer created the improvements consistent with the District's Master Engineer's Report, dated April 16, 2020, ("Engineer's Report") and the improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements to the District for the Costs Paid for CDD Phase 2A, totaling \$1,380,412.31, as identified in Exhibit A attached hereto, representing the actual cost of creating and/or constructing such improvements and work product. The Developer herein requests that funds in the amount of the Costs Paid for CDD Phase 2A be made payable to the Developer from the proceeds of the Series 2021 Bonds, once available. The amounts identified as Retainage and the Developer will request these funds from the District at such point in time when retainage is released to the Contractor.

Sincerely,

PULTE HOME COMPANY, LLC, a Michigan limited liability company

a Michigan minited hability company

BY: LAKISTOPHER WHEND PEVELOPMENT OF LAND PEVELOPMENT

ACKNOWLEDGED AND AGREED TO BY:

Chairperson

Sandmine Road CDD

Exhibit A - Description of Phase 2A Public Infrastructure Improvements

#### **EXHIBIT A**

#### Description of Improvements to be Acquired:

The following constitute the Improvements as located within tracts identified on the plat ("Plat") known as Windsor Island Resort Phase 2A, recorded in Plat Book 187, Page(s) 31-34 et seq. of the Official Records of Polk, County, Florida:

#### a. The following Personal and Intangible Property located within Tract BB:

(i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.

#### b. The following Personal and Intangible Property located within Tract CC:

(i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.

#### c. The following Personal and Intangible Property located within Tract C:

- All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment; and
- (ii) All perimeter hardscape elements proportionately benefiting the phase 1 and phase 2 assessment areas including masonry walls, structural and non-structural fence/wall.
- (iii) All landscape and irrigation elements proportionately benefiting the phase 1 and phase 2 assessment areas including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

#### d. The following Personal and Intangible Property located within Tract W

(i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.

#### e. The following Personal and Intangible Property located within Tract Y:

- (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components; and
- (ii) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.

## **Acquisition Costs:**

Improvement	Contract / Invoices	Costs Paid for CDD Phase 2A	Retainage
Stormwater	Blue Ox	\$700,422.10	\$77,824.68
Potable Water	Blue Ox	\$202,536.47	\$22,504.05
Reclaimed Water	Blue Ox	\$196,106.85	\$21,789.65
Sanitary Sewer	Blue Ox	\$281,346.89	\$31,260.77
	Total:	\$1,380,412.31	\$153,379.15

# <u>DEVELOPER AFFIDAVIT</u> PHASE TWO ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

STATE OF FLORIDA	
STATE OF FLORIDA COUNTY OF BRANGE	**

- I, LHRISTOPHER WRENN, of Pulte Home Company, LLC, ("Developer"), being first duly sworn, do hereby state for my affidavit as follows:
  - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is CHRIST PHER was and I am employed by Developer as VICE PREVIOUS and Authorized Signatory. I have authority to make this affidavit on behalf of Developer.
- 3. Developer is the developer of certain lands within the Sandmine Road Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
- 4. The District's *Master Engineer's Report*, dated April 16, 2020, ("Engineer's Report") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
- 5. Pursuant to certain contracts, Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report. The attached **Exhibit A** accurately identifies the completed improvements and states the amounts that Developer has spent on those improvements.
- 6. Except as set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements. The Developer agrees to pay all remaining amounts under the contracts described in **Exhibit A**.
- 7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the improvements that Developer has developed consistent with the Engineer's Report.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.		
Executed this 29th day of	AFFIANT , 2021.	
STATE OF FLORIDA COUNTY OF WAYY		
of Thysical presence or online notarize by <u>Christypher Wrenn</u> , as <u>HOME COMPANY</u> , LLC, a Michigan linday in person, and who is either personally	an Authorized Signatory of PULTE mited liability company, who appeared before me this	
as identification.	NOTARY PUBLIC, STATE OF FLORIDA	
(NOTARY SEAL)  TRACEY FULTON  Notary Public - State of Florida Commission # HH 123176 My Comm. Expires Feb 26, 2024 Bonded through National Notary Assn.	Name: Truly Futton (Name of Notary Public, Printed, Stamped or Typed as Commissioned)	

Exhibit A - Description of Phase Two Public Infrastructure Improvements

#### EXHIBIT "A"

#### Description of Improvements to be Acquired:

The following constitute the Improvements as located within tracts identified on the plat ("Plat") known as Windsor Island Resort Phase 2A, recorded in Plat Book 187, Page(s) 31-34 et seq. of the Official Records of Polk, County, Florida:

#### a. The following Personal and Intangible Property located within Tract BB:

(i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.

#### b. The following Personal and Intangible Property located within Tract CC:

(i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.

#### c. The following Personal and Intangible Property located within Tract C:

- (i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment; and
- (ii) All perimeter hardscape elements proportionately benefiting the phase I and phase 2 assessment areas including masonry walls, structural and non-structural fence/wall.
- (iii) All landscape and irrigation elements proportionately benefiting the phase 1 and phase 2 assessment areas including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

#### d. The following Personal and Intangible Property located within Tract W

(i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.

#### e. The following Personal and Intangible Property located within Tract Y:

- (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components; and
- (ii) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related

## equipment.

## **Acquisition Costs:**

Improvement	Contract / Invoices	Costs Paid for CDD Phase 2A	Retainage
Stormwater	Blue Ox	\$700,422.10	\$77,824.68
Potable Water	Blue Ox	\$202,536.47	\$22,504.05
Reclaimed Water	Blue Ox	\$196,106.85	\$21,789.65
Sanitary Sewer	Blue Ox	\$281,346.89	\$31,260.77
	Total:	\$1,380,412.31	\$153,379.15

# OSCEOLA ENGINEERING, INC.'S CERTIFICATION TO SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT REGARDING PHASE 2A PUBLIC INFRASTRUCTURE IMPROVEMENTS

January 10, 2027 2022

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

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

- 1. I have reviewed certain documentation relating to the Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents and have conducted on-site observations of the Improvements.
- 2. The Improvements are within the scope of the Project as set forth in the *Master Engineer's Report* dated April 16, 2020, (the "Engineer's Report"), as may be amended, for the District, and specially benefit property within the District as further described in the Engineer's Report.
- 3. The Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended.
- 4. In my opinion, the acquisition amount of \$1,380,412.31 is equal to or less than each of the following: (i) what was actually paid by Pulte Home Company to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
- 5. Copies of plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and to the best of my knowledge and belief have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
- 6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

OSCEOLA ENGINEERING, INC.

Broc Althafer, P.E.

STATE OF FLOR	
COUNTY OF	DSCEDLA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 10th day of 144441, 2029, by Broc Althafer, P.E., an authorized representative of Osceola Engineering, Inc., who is personally known to me or [] produced \_\_\_\_\_\_ as identification.

(NOTARY SEAL)

Carle R. Thompson **Notary Public** State of Florida Comm# HH094596 Expires 3/26/2025

Notary Public Signature

CARLE R THOMPSON

(Name typed, printed or stamped)

Notary Public, State of FLORIDA

Commission No. HH 094596

My Commission Expires: 3/2/6/2025

My Commission Expires: 3/210/2025

# BILL OF SALE AND GENERAL ASSIGNMENT (PHASE 2A PUBLIC INFRASTRUCTURE IMPROVEMENTS)

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made and entered into as of this 27 day of 2021, by and between PULTE HOME COMPANY, LLC, a Michigan limited liability company (hereafter referred to as "Grantor"), and SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Polk County, Florida (hereinafter referred to as "Grantee").

#### BACKGROUND STATEMENT

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

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

- 1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "Personal and Intangible Property"), located within tracts identified on the plat ("Plat") known as Windsor Island Resort Phase 2A, recorded in Plat Book 187, Page(s) 31-34 et seq. of the Official Records of Polk, County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:
- a. The following Personal and Intangible Property located within Tract BB:
  - (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.
- b. The following Personal and Intangible Property located within Tract CC:
  - (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components.
- c. The following Personal and Intangible Property located within Tract C:

- (i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment; and
- (ii) All perimeter hardscape elements proportionately benefiting the phase 1 and phase 2 assessment areas including masonry walls, structural and non-structural fence/wall.
- (iii) All landscape and irrigation elements proportionately benefiting the phase 1 and phase 2 assessment areas including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

#### d. The following Personal and Intangible Property located within Tract W

(i) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.

#### e. The following Personal and Intangible Property located within Tract Y:

- (i) All stormwater management systems, including those proportionately benefiting the phase 1 and phase 2 assessment areas, including but not limited to inlets, yard drains, manholes and pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, retaining wall, and related system components; and
- (ii) All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment.
- f. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, fees, deposits, guaranties, warranties, affidavits, lien waivers, claims, bonds (maintenance or otherwise), indemnification, and agreements given heretofore and with respect to the construction or composition of all of the improvements described above; and
- g. All of the right, title, interest, and benefit of Grantor, if any, in and to all other personal property used solely in connection with construction of the improvements described above.
- 2. Grantor does hereby covenant to and with Grantee, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Grantor has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Grantor will warrant and defend the sale of its said personal property and assets hereby made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons whosoever.

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

<u>WITNESSES</u> :	<b>GRANTOR</b> :
1	PULTE HOME COMPANY, LLC, a Michigan limited liability company,
By: Varen Woods Name: Varen woods Title: Controller	By: Oin
By:	Name: CAUSTOPHER WRENT Title: VICE PRESIDENT OF LAND DEVELOPMENT
Name: Branden Cloke Title: UP France, Central Florid	a Deviru
STATE OF FLORIDA COUNTY OF _OVERYGE_	
of Pulte Home Compar	viedged before me by means of (1) physical presence or (1) (2011). by (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
who is either personally known to me, or produ	NOTARY PUBLIC, STATE OF FLORIDA
TRACEVER TOU	Name: TYCCUFULTON Name of Notary Public, Printed, Stamped or Typed as Commissioned) 2 24 2024

## EXHIBIT "A" ACQUISITION DOCUMENTATION

Improvement	Contract / Involces	Costs Paid for CDD Phase 2A	Retainage
Stormwater	Blue Ox	\$700,422.10	\$77,824.68
Potable Water	Blue Ox	\$202,536.47	\$22,504.05
Reclaimed Water	Blue Ox	\$196,106.85	\$21,789.65
Sanitary Sewer	Blue Ox	\$281,346.89	\$31,260.77
	Total:	\$1,380,412.31	\$153,379.15

# SECTION VI

# SECTION A

# SECTION 1

## Hopping Green & Sams

**Attorneys and Counselors** 

#### **MEMORANDUM**

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

## Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing "wastewater services" or a "stormwater management program or stormwater management system" must complete a needs analysis. 1

#### What constitutes "wastewater services"?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

<sup>&</sup>lt;sup>1</sup> Counties, municipalities, and special districts located in a "rural area of opportunity" may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

Northwest Rural Area of Opportunity: Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.

South Central Rural Area of Opportunity: DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).

North Central Rural Area of Opportunity: Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

Wastewater and Stormwater Needs Analysis

#### What constitutes "stormwater management program or stormwater management system"?

"Stormwater management program" means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

#### What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has templates and other resources and guidance under development on its website to assist in completion of this required analysis.

#### When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

#### What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must them compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

# SECTION C

# SECTION 1

# Item will be provided under separate cover.

# SECTION 2

## **Sandmine Road**

### **Community Development District**

Funding Request #22 November 3, 2021

	Рауее	C	General Fund FY2022
1	Exclusive Landscaping		
	Inv#13350 - Landscape Maintenance - Nov 2021	\$	3,450.00
2	GMS-Central Florida, LLC		
	Inv#20 - Management fee - October 2021	\$	3,886.43
	Inv#21 - Field Management - October 2021	\$ \$	833.33
3	Hopping Green & Sams		
	Inv#125660 - Legal Fees - September 2021	\$	1,898.88
4	Localiq		
	Inv#4096129 - Legal Services - September 2021	\$	3,112.49
5	Sitex Aquatics		
	Inv#5569B - Monument Cleaning - October 2021	\$	400.00
6	U.S. Bank		
	Inv#6272665 - Trustee Fees - September 2021	\$	4,040.63
		\$	17,621.76
	Total	\$	17,621.76

Please make check payable to:

Sandmine Road Community Develoment District 6200 Lee Vista BLVD Suite 300 Orlando FI, 32822





399 Central Florida Parkway
Orlando, FL 32824
(407)406-8989
office@exclusivelandscapingnow.com
www.exclusivelandscapingnow.com

Sandmine CDD
c/o Governmental Management
Services-CF, LLC
219 E. Livingston St.

SHIP TO
Sandmine CDD
c/o Governmental Management
Services-CF, LLC
219 E. Livingston St.

13350	11/01/2021	\$3,450.00	11/01/2021	Due on receipt	
INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED

Landscape Monthly service 1 3,450.00 AMOU
---

**BALANCE DUE** 

\$3,450.00

RECEIVED

#### **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

## Invoice

invoice #: 20

Invoice Date: 10/1/21

Due Date: 10/1/21

Case:

P.O. Number:

Bill To:

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

Description Hours/Qty Rate **Amount** Management Fees - October 2021 3,004.17 3,004.17 Website Administration - October 2021 41.67 41.67 Information Technology - October 2021 Dissemination Agent Services - October 2021 83.33 83.33 583.33 583.33 Office Supplies 15.12 15.12 Postage 41.81 41.81 Copies 117.00 117.00

RECEIVED

Total	\$3,886.43
Payments/Credits	\$0.00
Balance Due	\$3,886.43

#### **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

## Invoice

Invoice #: 21

Invoice Date: 10/1/21

Due Date: 10/1/21

Case:

P.O. Number:

#### Bill To:

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

<b>Description</b>	Houre/Qty	Rate	Amount
ield Management - October 2021		833.33	833.33
RECEIVED			

Total	\$833.33
Payments/Credits	\$0.00
Balance Due	\$833.33

## Hopping Green & Sams Attomeys and Counselors

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

====:	======	======================================	TEMENT =======	========	=========
Sandmine c/o George Governme LLC 219 East L Orlando, F	e Flint ntal Mana ivingston	ngement Services - Central Florida,	RECEIVE	Billed thro	nber 125660 ugh 09/30/2021
General SMRCDD	00001		(ET E) <u>Ma</u>		310.513.315
09/01/21	TFM	Confer with Bailey.			0.40 hrs
09/15/21	TFM	Confer with Wrenn.			0.20 hrs
09/22/21	TFM	Prepare for Board meeting.			1.00 hrs
09/23/21	TFM	Prepare for, travel to and attend Boa	rd meeting; return travel.		1.00 hrs
09/27/21	TFM	Prepare revised and restated cost sha	are agreement for irrigation	on.	0.70 hrs
09/27/21	DGW	Prepare amendment to cost share ag	reement for irrigation ser	vices.	1.60 hrs
09/28/21	TFM	Confer regarding irrigation cost share	e agreement.		0.20 hrs
	Total fe	es for this matter			\$1,352.00
DISBURS	Travel Travel - Recordi	Meals			232.29 14.59 300.00 \$546.88
MATTER S		n, David - Paralegal	1 60 hus	145 //-	*222.00
		A.Tucker Frazee	1.60 hrs 3.50 hrs	145 /hr 320 /hr	\$232.00 \$1,120.00
		TOTAL FEE TOTAL DISBURSEMENT			\$1,352.00 \$546.88
	٦	TOTAL CHARGES FOR THIS MATTE	R		\$1,898.88

Bill No. 125660

Page 2

#### **BILLING SUMMARY**

Wilbourn, David - Paralegal	1.60 hrs	145 /hr	\$232.00
Mackie, A.Tucker Frazee	3.50 hrs	320 /hr	\$1,120.00
TOTAL FEES TOTAL DISBURSEMENTS			\$1,352.00 \$546.88

**TOTAL CHARGES FOR THIS BILL** 

\$1,898.88

Please include the bill number with your payment.

Daily Commercial | Ocala StarBanner News Chief | Herald-Tribune | News Herald Northwest Florida Daily News

Ĭ	ACCOU	ACCOUNT#	PAGE#	
	Sandmine	Road Cdd	523312	1 of 1
	INVOICE #	BILLING PERIOD	PAYMENT DU	DATE
	0004096129 Sep 1- Sep 30, 2021		October 20, 2021	
	PREPAY (Memo Info)	TOTAL AMOUNT		NT DUE
	\$0.00	-\$16.49	\$5,396.0	00
	BILLING INQUIRIES/ADDRESS CHANGES		FEDERAL	ID
	1-877-736-7612 or smb@ccc.gannett.com		47-239098	33

**BILLING ACCOUNT NAME AND ADDRESS** 

SANDMINE ROAD CDD 219 E LIVINGSTON ST ORLANDO, FL 32801-1508

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

1-13

#### 0000523312000000000000040961290053960067176

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: CFL\_768129

Date	Description	Amount
9/1/21	Balance Forward	\$2,283.51 pol
9/30/21	Finance Charge	\$17.25

Legal Advertising: Date range Product Order Number Description PO Number Runs Ad Size **Net Amount** 9/2/21-9/9/21 LKL The Ledger -SPECIAL ASSESSEMENTS 6224202 3 x 15 in \$2,587,50 **News Chief** 

Package Advertising:

Start-End Date Order Number Description PO Number **Package Cost** 9/30/21 6337531 6337531



#### PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LUCALIG
The Gainesville Sun   The Ledger
Daily Commercial   Ocala StarBanner
News Chief   Herald-Tribune   News Herald
Northwest Florida Daily News

**ACCOUNT NAME PAYMENT DUE DATE AMOUNT PAID** Sandmine Road Cdd October 20, 2021 **ACCOUNT NUMBER INVOICE NUMBER** 523312 0004096129 60 DAYS 90 DAYS 120+ DAYS UNAPPLIED **TOTAL AMOUNT DUE PAST DUE PAST DUE PAST DUE PAYMENTS** \$1,150.00 \$0.00 \$0.00 -\$16.49 \$5,396.00

CURRENT 30 DAYS DUE **PAST DUE** \$3,112.49 \$1,150.00 REMITTANCE ADDRESS (Include Account# & Invoice# on check) TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244

☐ VISA **MASTERCARD** DISCOVER Card Number CVV Code

Date

0000523312000000000000040961290053960067176

Exp Date

Signature



7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256

Date	Invoice #
10/25/2021	5569B

Bill To

Sandmine Rd CDD GMS Central Florida Indhira Araujo 219 E Livingston Rd Orlando, FL 32801

RECEIVED

OCT 26 2021

320.463

P.O. No.	Terms	Project
	Net 30	

		Net 30	
Quantity	Description	Rate	Amount
10 15 m	Monument Entry Basin Fountain Cleanings-10/4/21 Monument Entry Basin Fountain Cleanings-10/11/21 Monument Entry Basin Fountain Cleanings-10/18/21 Monument Entry Basin Fountain Cleanings-10/25/21	100.00 100.00 100.00 100.00	100.0 100.0 100.0 100.0
	Please note that our remittance address has changed. Our new remittance address is:  7643 Gate Parkway		,
	Suite# 104-167 Jacksonville, FL 32256	Payments/Credits	\$0.00
		Balance Due	\$400.00



Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107 Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone:

6272665 272646000 09/24/2021 STACEY JOHNSON 407-835-3805

1-16

SANDMINE ROAD COMMUNITY DEV DISTRICT ATTN DISTRICT MANAGER C/O GMS LLC-CENTRAL FLORIDA 6200 LEE VISTA BLVD, SUITE 300 ORLANDO, FL 32822

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 202 ASSESSMENT AREA ONE

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

#### PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$4,040.63

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 202 ASSESSMENT AREA ONE

Invoice Number: 6272665
Account Number: 272646000
Current Due: \$4,040.63

Direct Inquiries To: Phone: STACEY JOHNSON 407-835-3805

Wire Instructions:

U.S. Bank ABA # 091000022 Acct # 1-801-5013-5135 Trust Acct # 272646000 Invoice # 6272665 Attn: Fee Dept St. Paul Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Invoice Date: Account Number: Direct Inquiries To:

Phone:

6272665 09/24/2021 272646000

STACEY JOHNSON 407-835-3805

#### SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES **202 ASSESSMENT AREA ONE**

Accounts Included 272646000

272646001

272646002

272646003

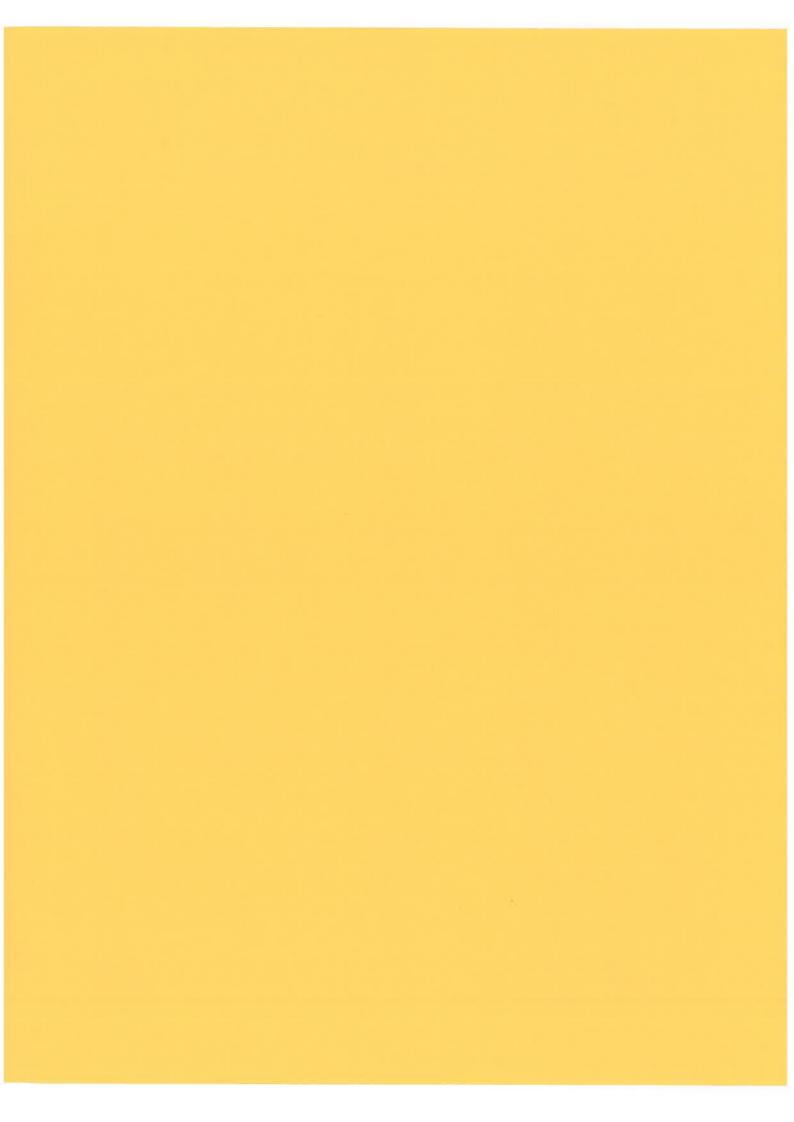
272646004

272646005

In This Relationship:

	ARGES SUMMARIZED FOR	ENTIRE RELATIONS	SHIP	
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fee:
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
Subtotal Administration Fees - In Advan	ce 09/01/2021 - 08/31/202	2		\$3,750.00
Incidental Expenses	3,750.00	0.0775		\$290.63
Subtotal Incidental Expenses		2		\$290.63
TOTAL AMOUNT DUE				\$4,040.63





## **Sandmine Road**

#### **Community Development District**

Funding Request #23 November 3, 2021

	Payee		<b>General Fund</b>		
			FY2021		
1	Hopping Green & Sons				
	Inv# 125661 - Boundary Amendment - May/Sept 2021	\$	512.00		
	Inv# 125223 - Boundary Amendment - August 2021	\$	595.50		
		\$	1,107.50		
		-2, Tr **			
	Total	\$	1,107.50		

Please make check payable to:

Sandmine Road Community Develoment District 6200 Lee Vista BLVD Suite 300 Orlando FI, 32822

#### Hopping Green & Sams

Attorneys and Counselors

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

October 12, 2021

Sandmine Road CDD c/o George Flint

Bill Number 125661 Billed through 09/30/2021

Governmental Management Services - Central Florida,

LLC

219 East Livingston Street Orlando, FL 32801

RECEIVED

1-6

**Boundary Amendment (Phase 3) SMRCDD 00104 TFM** 

FOR PROFESSIONAL SERVICES RENDERED

05/03/21 TFM Confer with Wrenn, Althafer and Flint regarding boundary amendment.

0.60 hrs

05/05/21 TFM

Prepare boundary amendment Petition.

0.60 hrs

09/24/21

TFM Confer with Althafer.

0.40 hrs

Total fees for this matter

\$512.00

MATTER SUMMARY

Mackie, A.Tucker Frazee

1.60 hrs

320 /hr

\$512.00

**TOTAL FEES** 

\$512.00

**TOTAL CHARGES FOR THIS MATTER** 

\$512.00

**BILLING SUMMARY** 

Mackie, A.Tucker Frazee

1.60 hrs

320 /hr

\$512.00

TOTAL FEES

\$512.00

**TOTAL CHARGES FOR THIS BILL** 

\$512.00

Please include the bill number with your payment.

#### Hopping Green & Sams

Attorneys and Counselors

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

310.573.316

September 14, 2021

Sandmine Road CDD c/o George Flint Governmental Management Services - Central Florida, LLC 219 East Livingston Street Orlando, FL 32801 Bill Number 125223 Billed through 08/31/2021

#### Boundary Amendment (Phase 3) SMRCDD 00104 TFM

FOR PROI	FESSION	AL SERVICES RENDE	RED			
08/04/21					0.30 hrs	
08/04/21	1 DGW Update and revise petition and exhibits thereto.				1.20 hrs	
08/12/21	TFM	TFM Prepare checklist associated with boundary amendment and review correspondence from Pulte.				0.30 hrs
08/12/21	DGW	Update and revise pet	tition checklist and e	exhibits.		0.70 hrs
08/14/21	TFM	Review revised checklist and confer with Wilson, Althafer and Flint regarding same.				0.40 hrs
	Total fee	es for this matter				\$595.50
MATTER S	SUMMAR	Y				
	Wilbour	n, David - Paralegal		1.90 hrs	145 /hr	\$275.50
Mackie, A.Tucker Frazee 1.00 hrs 320 /hr					•	\$320.00
TOTAL FEES					\$595.50	
TOTAL CHARGES FOR THIS MATTER					\$595.50	
BILLING S	SUMMAR	<u>ey</u>				
	Wilbour	n, David - Paralegal		1.90 hrs	145 /hr	\$275.50
	Mackie,	A.Tucker Frazee		1.00 hrs	320 /hr	\$320.00
			TOTAL FEES			\$595.50
TOTAL CHARGES FOR THIS BILL				\$595.50		

RECEIVED SEP 3 0 2021

Please include the bill number with your payment.