

*Sandmine Road  
Community Development District*

*Meeting Agenda*

*April 16, 2026*

# AGENDA

# *Sandmine Road*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801

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

### REVISED AGENDA

April 9, 2026

**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, April 16, 2026 at 2:00 PM, or shortly thereafter as reasonably possible, at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. PLEASE NOTE THE LOCATION OF THE MEETING.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Acceptance of Resignation of Eric Baker
  - B. Appointment of Individual(s) to Fulfill the Board Vacancy(ies)
  - C. Administration of Oath of Office to Newly Appointed Supervisor(s)
  - D. Election of Officers
  - E. Consideration of Resolution 2026-01 Electing Officers
4. Approval of Minutes of the July 17, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the July 17, 2025 Audit Committee Meeting
5. Consideration of Second Amended and Restated Cost Share Agreement with the Windsor Island Resort Homeowners' Association Related to Allocation of Irrigation Costs
6. Review and Acceptance of Fiscal Year 2025 Audit Report
7. Consideration of Resolution 2026-02 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing
8. Ratification Items
  - A. Transfer of Environmental Resource Permits for Phase 3, Modified Phase 2B and Holly Hill Projects
  - B. Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025
  - C. Data Sharing and Usage Agreement with Polk County Property Appraiser
  - D. Uniform Method Contract Agreement with Polk County Property Appraiser
  - E. Irrigation Allocation Analysis Proposal with Foster Conant & Associates for Phases 2 & 3 Irrigation
9. **Consideration of Resolution 2026-03 Designating a Date, Time and Place of Public Hearing for Adopting Rules of Procedure - Added**
10. Staff Reports
  - A. Attorney

- B. Engineer
- C. District Manager's Report
  - i. Approval of Check Registers (3)
    - August 1, 2025 – February 28, 2026
  - ii. Balance Sheet and Income Statement
  - iii. Presentation of Arbitrage Rebate Calculation Reports
    - Series 2020 Bonds
    - Series 2021 Bonds
    - Series 2022 Bonds
  - iv. Designation of **November 19, 2026** as Landowners' Meeting Date
- D. Field Manager's Report
  - i. Consideration of Proposal for Palm Removal
  - ii. Consideration of Proposal for Deep Freeze Plant Removal
  - iii. Consideration of Proposal for Annuals Installation
  - iv. Consideration of Landscape Maintenance Service Agreement and Fee Summary with Exclusive Landscaping Group, LLC
  - v. Ratification of Agreement with Yellowstone Landscape for Installation of Irrigation Flowmeters
- 11. Other Business
- 12. Supervisors Requests
- 13. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

CC: Tucker Mackie, District Counsel  
Broc Althafer, District Engineer  
Darrin Mossing, GMS

Enclosures

# SECTION III

# SECTION A

Dear Board of Supervisors and Management,

I hereby resign my positions as a member of the Boards of Supervisors for the following CDDs:

- Hartford Terrace
- Riverwalk
- Sandmine Road
- Windsor Cay

My resignations are effective immediately.

Signed by  
*Eric Baker* 2/26/2026  
CA329449-FD4D-48C4-8B3A-ED29606E48A0

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**Eric Baker**

# SECTION E

**RESOLUTION 2026-01**

**A RESOLUTION ELECTING THE OFFICERS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT, POLK COUNTY, FLORIDA.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**SECTION 1.** The following persons are elected to the offices shown:

- Chairperson \_\_\_\_\_
- Vice Chairperson \_\_\_\_\_
- Secretary \_\_\_\_\_
- Assistant Secretary \_\_\_\_\_
- Assistant Secretary \_\_\_\_\_
- Assistant Secretary \_\_\_\_\_
- Assistant Secretary \_\_\_\_\_
- Assistant Secretary \_\_\_\_\_
- Assistant Secretary \_\_\_\_\_
- Treasurer \_\_\_\_\_
- Assistant Treasurer \_\_\_\_\_
- Assistant Treasurer \_\_\_\_\_

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April, 2026.

ATTEST:

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# 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 17, 2025, at 2:05 p.m. at 1115 Aloha Blvd., Davenport, Florida.

Present and constituting a quorum were:

|                    |                     |
|--------------------|---------------------|
| Mary Burns         | Assistant Secretary |
| Duane "Rocky" Owen | Assistant Secretary |
| Tom Franklin       | Assistant Secretary |

Also present were:

|                               |                   |
|-------------------------------|-------------------|
| George Flint                  | District Manager  |
| Ryan Dugan <i>by phone</i>    | District Counsel  |
| Broc Althafer <i>by phone</i> | District Engineer |
| Ashley Hilyard                | Field Manager     |

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint noted there were no members of the public present other than Board members and staff.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

Mr. Flint noted Mary Burns was administered the oath before the meeting.

**A. Acceptance of Resignation of Chris Wrenn and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2026**

Mr. Flint presented Chris Wrenn's resignation and asked for a motion to accept the resignation.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the Resignation of Chris Wrenn, was accepted.

Mr. Flint stated that there are no nominations to fill the vacancy at this time. The vacancy will be carried over.

**B. Administration of Oath of Office to Newly Appointed Supervisor**

**C. Election of Officers**

**D. Consideration of Resolution 2025-04 Electing Officers**

Items B through D were tabled to a future meeting agenda.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the April 17, 2025 Meeting**

Mr. Flint presented the minutes of the April 17, 2025 meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the Minutes of the April 17, 2025 Meeting, were approved, as presented.

**FIFTH ORDER OF BUSINESS**

**Review and Acceptance of Fiscal Year 2024 Audit Report**

Mr. Flint stated the 2024 audit report is included in the agenda package for review. There were no findings or recommendations. It is a clean audit report.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, Accepting the Fiscal Year 2024 Audit Report, was approved.

**SIXTH ORDER OF BUSINESS**

**Public Hearing**

Mr. Flint asked to open the public hearing.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Public Hearing, was opened.

Mr. Flint stated there is no members of the public present to provide comment or testimony,

**A. Consideration of Resolution 2025-05 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations**

Mr. Flint presented Resolution 2025-05. He explained that the assessment levels are the same for next year as they are for the current year. He noted the administrative expenses have

increased by about \$3,800 which is primarily a combination of the management fees and insurance. He stated the field expenses went down by about \$4,000. They increased the transfer to capital reserve to \$10,400. The total budget remains the same at \$368,473. The per unit assessments for FY 2026 are the same as FY 2025.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2025-05 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations, was approved.

**B. Consideration of Resolution 2025-06 Imposing Special Assessments and Certifying an Assessment Roll**

Mr. Flint stated there are no members of the public present to provide comments. He presented Resolution 2025-06 stating there are two attachments, one is the budget they just approved and the second is the assessment roll that lists each property within the District and their per unit assessments.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, Resolution 2025-06 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked to close the public hearing.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the Public Hearing, was closed.

**SEVENTH ORDER OF BUSINESS**

**Acceptance of Audit Committee Recommendation and Selection of #1 Ranked to Provide Auditing Services for the Fiscal Year 2025**

Mr. Flint stated the Board met as the Audit Committee prior to this Board meeting. They ranked Grau & Associates #1 and DiBartolomeo, McBee, Hartley & Barnes #2.

On MOTION by Mr. Owen, seconded by Ms. Burns, with all in favor, Accepting the Audit Committee Rankings and Selection of Grau & Associates to Provide Auditing Services for the Fiscal Year 2025, was approved.

**EIGHTH ORDER OF BUSINESS**

**District Goals and Objectives**

**A. Adoption of Fiscal Year 2026 Goals and Objectives**

Mr. Flint explained the adoption of Fiscal Year 2026 goals and objectives. He noted they included the same objectives for 2026 as they have for 2025.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Adoption of Fiscal Year 2026 Goals and Objectives, was approved.

**B. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to Chair to Execute**

Mr. Flint explained that this item would be to delegate authority to the Chair to execute the annual Goals and Objectives report for the current year and authorize it to be posted on the website.

On MOTION by Mr. Owen, seconded by Ms. Burns, with all in favor, the Fiscal Year 2025 Goals and Objectives and Authorizing the Chair to Execute, was approved.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Dugan had nothing to report but offered to answer any questions.

**B. Engineer**

Mr. Althafer had nothing to report.

**C. District Manager’s Report**

**i. Approval of Check Register**

Mr. Flint presented the check register from March 1, 2025 through May 31, 2025 for the general fund \$625,833.35. A detailed register is behind the summary.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Mr. Flint stated the unaudited financials are available for Board review and offered to take any questions. No action is required.

**iii. Presentation of Number of Registered Voters – 10**

Mr. Flint stated there are 10 registered voters.

**iv. Approval of Fiscal Year 2026 Meeting Schedule**

Mr. Flint presented the Fiscal Year 2026 meeting schedule. They prepared a notice following the same meeting protocol of the third Thursday of the month at 2:00 p.m. in this location. The Board approved the meeting notice.

On MOTION by Mr. Owen, seconded by Ms. Burns, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

**v. Field Manager’s Report**

**i. Tree/Palm Trimming Proposal**

Ms. Hilyard reviewed the Field Manager’s Report. The report included the landscape maintenance, which continues to be completed on a weekly basis. Her report also included minor irrigation repairs will be completed as identified during the June monthly irrigation inspection, the annuals are currently being changed out, a proposal to transition the remaining CDD areas was provided after the CDD area of exterior landscape along HWY 27 was accidentally transitioned from pine bark to cocoa brown, and a proposal to prune palms and oaks was provided. Her report also included site items, discing and dry pond maintenance, fountain maintenance, border fence and wall inventory, and additional border fence repair. She explained that the HOA has requested permission to install an 8 ft. to 12 ft. bamboo privacy wall on CDD property. Discussion ensued regarding the HOA request.

Ms. Hilyard presented a tree/palm trimming proposal.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Proposal for Tree/ Palm Trimming, was approved.

**ii. Mulch Proposal**

Ms. Hilyard presented a proposal for mulch.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Proposal for Mulch, was approved.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being no other comments, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors Requests**

There being no other comments, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

the 1990s, the number of people with diabetes has increased in all industrialized countries (1).

Diabetes is a chronic disease with a high prevalence. In the Netherlands, the prevalence of diabetes is 6.5% (2). The prevalence of diabetes is expected to increase in the next decades (3).

Diabetes is a complex disease with a multifactorial aetiology. The aetiology of diabetes is still unclear (4).

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MINUTES OF MEETING  
SANDMINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Sandmine Road Community Development District was held Thursday, July 17, 2025, at 2:00 p.m. at 1115 Aloha Blvd, Davenport, Florida.

Present for the Audit Committee were:

Mary Burns  
Duane “Rocky” Owen  
Tom Franklin  
George Flint  
Ryan Dugan *by phone*  
Broc Althafer *by phone*  
Ashley Hilyard

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint stated there were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the April 17, 2025 Meeting**

Mr. Flint presented the minutes of the April 17, 2025 meeting and asked the Board for any comments, corrections, or changes. The Board had no changes to the minutes.

|   |
|---|
| On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the Minutes of the April 17, 2025 Meeting, were approved, as presented. |
|---|

**FOURTH ORDER OF BUSINESS**

**Review of Proposals and Tally of Audit Committee Rankings’**

- A. DiBartolomeo, McBee, Hartley & Barnes**
- B. Grau & Associates**

Mr. Flint noted the Audit Committee previously met and approved the form of the RFP and the selection criteria and the form of the legal notice. He pointed out that they advertised it and sent it out to four or five firms that provide the majority of these services. As a result, they

received two responses: one from DiBartolomeo, McBee, Hartley & Barnes and one from Grau & Associates. He stated the selection criteria included ability of personnel at 20 points, proposers experience at 20 points, understanding of scope at 20 points, and ability to provide the service at 20 points, and price at 20 points. They asked for five years of pricing. Grau & Associates is lower for each of the five years. He suggested the committee rank them evenly on the other four criteria and then differentiate them on price, which would make Grau & Associates #1 and DiBartolomeo, McBee, Hartley & Barnes #2. The Board awarded 95 points to DiBartolomeo, McBee, Hartley & Barnes and 100 points to Grau & Associates.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Tally of Audit Committee Rankings with Grau & Associates Ranked as the #1 Proposer with 100 points, was approved.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint adjourned the meeting.

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the meeting was adjourned.

# SECTION V

**SECOND AMENDED AND RESTATED COST SHARE AGREEMENT BETWEEN THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT AND THE WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC., FOR IRRIGATION SERVICES<sup>1</sup>**

**THIS SECOND AMENDED AND RESTATED AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026 by and between:

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

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

**RECITALS:**

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

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

**WHEREAS**, there is an irrigation system serving the development within the District which has mainline connections with meters and includes certain irrigation water submeter(s) (“Submeters”); and

**WHEREAS**, the irrigation water utility accounts (“Accounts”) are in the name of the Association and the Association pays the associated invoices; and

**WHEREAS**, certain Submeters measure irrigation provided to landscaping improvements that are located on Association property (the “Association Property”) as well as District property (“District Property”), the general locations of which are depicted in the attached **Exhibit A**; and

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<sup>1</sup> This Second Amended and Restated Cost Share Agreement amends and restates that certain Cost Share Agreement between the Sandmine Road Community Development District and the Windsor Island Resort Homeowners Association, Inc., for Irrigation Services, dated October 21, 2021 (“First Amended Agreement”).

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

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

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

2. **Submeter Cost Allocation.** Each party shall be responsible for its proportionate share of the utility costs on the Accounts associated with the Submeters. Beginning with the effective date of this Agreement, the District shall pay its proportionate share of the irrigation water usage costs incurred to the Association based on the percentage of usage attributed to the Submeters to be calculated as described in **Exhibit B** attached hereto. As a point of clarity, the Submeters described on Exhibit B are POC1 (82% District and 18% Association), POC10 (100% District and 0% Association) and POC 11 (95.3% District and 4.7% Association). Submeter cost allocation for periods prior to the effective date of this Agreement, if any, shall be determined according to the First Amended Agreement.

3. **Billing and Payment.** The Accounts associated with the Submeters are set up in the name of the Association and utility bills associated with the Accounts will be sent to the Association. Once the Association receives a monthly bill on the Account, the Association shall calculate the amount due from District for usage attributable to the Submeters as set forth in Sections 2 and 3 above and shall send an invoice to the District at the address listed in this Agreement. District will then have thirty (30) days to submit payment to the Association at the address listed in this Agreement. Failure of District to make timely payment of its proportionate share shall constitute a default under Section 5 of this Agreement.

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

5. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Public Records.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is the District's Secretary ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Association 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 Association 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 Association'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 Association, Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GFLINT@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 3332801619.**

Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

16. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

18. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Signatures Appear on Following Page]

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

Attest:

**SANDMINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Attest:

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

\_\_\_\_\_  
\_\_\_\_\_

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

**Exhibit A:** Description of District Property and Association Property

**Exhibit B:** Submeter Cost Share Report and Allocation

**EXHIBIT A**



## **EXHIBIT B**



Landscape  
Architecture  
& Site  
Planning

January 27, 2026

Broc Althafer, P.E.  
Osceola Engineering, LLC  
1003 Florida Avenue  
Saint Cloud, FL 34769  
407-891-0452  
balthafer@osc-eng.com

Re: Windsor Island Resort, Polk County, FL  
Phases 2 & 3 CDD Irrigation Letter  
FCA Project No. 26105

Dear Broc:

Based on your request, I have evaluated the final Windsor Island Resort irrigation systems as they relate to CDD and HOA re-use water cost sharing. In this process we identified that the initial Phase 1 cost sharing letter needed to be adjusted, and Phase 3 will also require shared percentages. The balance of the zones that re-use water the perimeters is 100% CDD. I have included an overall master plan exhibit to identify this information.

The areas of irrigation identified under this letter were evaluated based on a calculation of zones, which represents the irrigation zones. The irrigation equipment is either drip irrigation, spray heads, rotors, or bubblers for trees. To fairly calculate the percentage of re-use water used by the CDD vs the HOA, the consultant utilized the final irrigation plans to derive a fair percentage.

### **Phase 1 Entrance / Frontage & Phase 2 Frontage – POC 1**

The Phase 1 entrance irrigation system for Windsor Island Resort utilizes water from a re-use Master Meter A located at the main entrance to the project. At this location a point of connection (POC) was added to the main line with a flow meter to identify re-use water volume usage. This is identified as POC 1 on the master plan exhibit. All areas within the CDD zone come from POC 1 with a few zones that crossed over into the HOA property. In a letter dated May 28, 2021, re-use water cost sharing was calculated based on the initial entrance and frontage along Sandmine Road. Since that letter, a section along the west frontage was added under Phase 2 behind lots 356-370. The additional irrigation will affect the share percentages as follows: CDD has 82% and the HOA will be responsible for 18%.

POC 1 provides re-use water to 30 irrigation zones including the Phase 2 addition. Of the total 30 zones, 21 zones solely supply re-use water to the CDD, 3

*Principals*  
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Richard R. Conant

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zones supply re-use water totally to the HOA, and in 6 zones the irrigation is shared by HOA and CDD. This is fed by Master Meter A.

The percentage in each zone was calculated by delivered GPM per zone.

**Phase 2 A & B Perimeter (POTABLE WATER)**

Along the western boundary, re-use water is delivered through POC 10 (next to lot 464) to five (5) zones. Along the middle section of the boundary two (2) additional zones are supplied by a potable water line. This potable water is metered at the street near lot 424. All seven (7) of these zones are for CDD use. In order to calculate the CDD use, a flow meter needs to be added to POC 10. This is fed by the Master Meter B. The potable meter was required by Polk County Utilities due to the proximity of the irrigation system to a Polk County well.

**Phase 3 – POC 11**

In Phase 3, the CDD irrigation runs along the southern and western frontages. There are fifteen (15) zones of which two (2) are shared between the CDD and the HOA. POC 11 will require a flow meter to calculate the monthly re-use water consumption. The cost sharing will be 95.3% CDD and 4.7% HOA. This is fed by the Master Meter B.

**Summary**

An adjustment to the cost sharing for the Phase 1 Entrance / Frontage & Phase 2 Frontage will be 82% to the CDD and 18% to the HOA of the re-use water readings.

The Phase 2 A & B Perimeter will require a flow meter on POC 10. 100% of the flow meter reading will be CDD.

In Phase 3 – POC 11 will require a flow meter. The flow meter reading will be shared cost at 95.3% will be CDD and 4.7% will be the HOA.

Please contact me if you have questions or concerns.

Sincerely,



Richard R. Conant, RLA | FASLA  
Principal

| Phase 1 Entrance / Frontage & Phase 2 Frontage                  |                        |        |                   |                 |                 |                        |                        |             |
|---|------------------------|--------|-------------------|-----------------|-----------------|------------------------|------------------------|-------------|
| NUMBER  | MODEL                  | SIZE   | TYPE              | GPM             |                 |                        |                        |             |
| 1   | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 26.73           |                 |                        |                        |             |
| 2   | Rain Bird PESBR        | 1-1/2" | Turf Spray        | 47.06           |                 |                        |                        |             |
| 3   | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 33.77           |                 |                        |                        |             |
| 4   | Rain Bird PESBR        | 1"     | Bubbler           | 25.20           |                 |                        |                        |             |
| 5   | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 37.31           |                 |                        |                        |             |
| 6   | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 23.36           |                 |                        |                        |             |
| 7   | Rain Bird PESBR        | 2"     | Turf Spray        | 57.83           |                 |                        |                        |             |
| 8   | Rain Bird PESBR        | 2"     | Turf Spray        | 57.52           |                 |                        |                        |             |
| 9   | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 22.47           |                 |                        |                        |             |
| 10  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 20.93           |                 |                        |                        |             |
| 11  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 25.67           |                 |                        |                        |             |
| 12  | Rain Bird PESBR        | 1"     | Bubbler           | 32.20           |                 |                        |                        |             |
| 13  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 32.28           |                 |                        |                        |             |
| 14  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 39.11           |                 |                        |                        |             |
| 15  | Rain Bird PESBR        | 2"     | Turf Spray        | 62.04           |                 |                        |                        |             |
| 16  | Rain Bird PESBR        | 1"     | Turf Rotor        | 17.95           |                 |                        |                        |             |
| 17  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 34.56           |                 |                        |                        |             |
| 18  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 25.92           |                 |                        |                        |             |
| 19  | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 27.60           |                 |                        |                        |             |
| 20  | Rain Bird PESBR        | 2"     | Turf Spray        | 60.69           |                 |                        |                        |             |
| 21  | Rain Bird PESBR        | 2"     | Turf Spray        | 57.47           |                 |                        |                        |             |
| 22  | Rain Bird PESBR        | 1"     | Bubbler           | 36.40           |                 |                        |                        |             |
| 23  | Rain Bird XCZ-150-LCDR | 1-1/2" |                   | 22.46           |                 |                        |                        |             |
| 24  | Rain Bird PESBR        | 2"     | Turf Spray        | 59.90           |                 |                        |                        |             |
| <b>Phase 1 Entrance &amp; Frontage</b>                          |                        |        |                   | <b>886.43</b>   |                 |                        |                        |             |
|   |                        |        |                   | <b>% to CDD</b> | <b>% to HOA</b> | <b>% of GPM to CDD</b> | <b>% of GPM to HOA</b> |             |
| 1   | Rain Bird PESBR        | 2"     | Turf Spray        | 57.47           | 100.00%         |                        | 57.47                  | 0.00        |
| 2   | Rain Bird PESBR        | 1"     | Bubbler           | 23.80           | 100.00%         |                        | 23.80                  | 0.00        |
| 3   | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 39.84           | 100.00%         |                        | 39.84                  | 0.00        |
| 4   | Rain Bird PESBR        | 2"     | Turf Spray        | 55.62           | 100.00%         |                        | 55.62                  | 0.00        |
| 5   | Rain Bird PESBR        | 2"     | Turf Spray        | 55.62           | 100.00%         |                        | 55.62                  | 0.00        |
| 6   | Rain Bird PESBR        | 2"     | Turf Spray        | 55.62           | 100.00%         |                        | 55.62                  | 0.00        |
| <b>Total Phase 2 Frontage</b>                                   |                        |        |                   | <b>287.97</b>   |                 |                        | <b>287.97</b>          | <b>0.00</b> |
| <b>Total Phase 1 Entrance / Frontage &amp; Phase 2 Frontage</b> |                        |        |                   | <b>1,174.40</b> |                 |                        |                        |             |

| Original POC 1 |        |
|----------------|--------|
| CDD            | HOA    |
| 76%            | 24%    |
| 673.69         | 212.74 |

| Revised POC 1 |        |
|---------------|--------|
| CDD           | HOA    |
| 82%           | 18%    |
| 963.01        | 211.39 |

| Phase 2 A & B Perimeter             |                        |         |                           |              |          |          |                 |                 |
|-------------------------------------|------------------------|---------|---------------------------|--------------|----------|----------|-----------------|-----------------|
| Potable Meter                       |                        |         |                           |              |          |          |                 |                 |
| Phase 2 Common Potable              |                        |         |                           |              |          |          |                 |                 |
| NUMBER                              | MODEL                  | SIZE    | TYPE                      | GPM          | % to CDD | % to HOA | % of GPM to CDD | % of GPM to HOA |
| A-3                                 | Rain Bird PESB-IVM     | 1-1 /2" | Bubbler                   | 43.40        | 100.00%  |          | 43.40           | 0.00            |
| A-4                                 | Rain Bird XCZ-150-LCDR | 1-1 /2" | Area for Dripline Bubbler | 23.42        | 100.00%  |          | 23.42           | 0.00            |
| <b>Total Phase 2 Common Potable</b> |                        |         |                           | <b>66.82</b> |          |          | <b>66.82</b>    | <b>0.00</b>     |

| Potable Meter |      |
|---------------|------|
| CDD           | HOA  |
| 100%          |      |
| 66.82         | 0.00 |

| Phase 2 Common Reclaimed              |                        |         |                   |               |          |          |                 |                 |
|---------------------------------------|------------------------|---------|-------------------|---------------|----------|----------|-----------------|-----------------|
| NUMBER                                | MODEL                  | SIZE    | TYPE              | GPM           | % to CDD | % to HOA | % of GPM to CDD | % of GPM to HOA |
| A-1                                   | Rain Bird XCZ-150-LCDR | 1-1 /2" | Area for Dripline | 24.98         | 100.00%  |          | 24.98           | 0.00            |
| A-2                                   | Rain Bird PESB-IVM     | 2"      | Bubbler           | 39.20         | 100.00%  |          | 39.20           | 0.00            |
| A-5                                   | Rain Bird PESB-IVM     | 2"      | Bubbler           | 57.40         | 100.00%  |          | 57.40           | 0.00            |
| A-6                                   | Rain Bird XCZ-150-LCDR | 1-1 /2" | Area for Dripline | 41.16         | 100.00%  |          | 41.16           | 0.00            |
| A-7                                   | Rain Bird PESB-IVM     | 1"      | Bubbler GPM       | 43.40         | 100.00%  |          | 43.40           | 0.00            |
| <b>Total Phase 2 Common Reclaimed</b> |                        |         |                   | <b>206.14</b> |          |          | <b>206.14</b>   | <b>0.00</b>     |
| <b>Total Phase 2 Common GPM</b>       |                        |         |                   | <b>272.96</b> |          |          |                 |                 |

| POC 10 |      |
|--------|------|
| CDD    | HOA  |
| 100%   |      |
| 206.14 | 0.00 |

| POC 11                   |                        |        |                   |               |          |          |                 |                 |
|--------------------------|------------------------|--------|-------------------|---------------|----------|----------|-----------------|-----------------|
| Phase 3                  |                        |        |                   |               |          |          |                 |                 |
| NUMBER                   | MODEL                  | SIZE   | TYPE              | GPM           | % to CDD | % to HOA | % of GPM to CDD | % of GPM to HOA |
| F1                       | Rain Bird PESBR        | 2"     | Turf Rotor        | 60.86         | 100.00%  |          | 60.86           | 0.00            |
| F2                       | Rain Bird PESBR        | 1"     | Bubbler           | 14.00         | 100.00%  |          | 14.00           | 0.00            |
| F3                       | Rain Bird PESBR        | 2"     | Turf Rotor        | 65.12         | 100.00%  |          | 65.12           | 0.00            |
| F4                       | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 51.98         | 100.00%  |          | 51.98           | 0.00            |
| F5                       | Rain Bird PESBR        | 2"     | Turf Rotor        | 58.77         | 100.00%  |          | 58.77           | 0.00            |
| F6                       | Rain Bird PESBR        | 2"     | Turf Rotor        | 61.18         | 100.00%  |          | 61.18           | 0.00            |
| F7                       | Rain Bird PESBR        | 1"     | Turf Spray        | 26.94         | 100.00%  |          | 26.94           | 0.00            |
| F8                       | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 52.59         | 91.00%   | 9.00%    | 47.86           | 4.73            |
| F9                       | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 56.36         | 100.00%  |          | 56.36           | 0.00            |
| F10                      | Rain Bird PESBR        | 1-1/2" | Turf Spray        | 36.66         | 100.00%  |          | 36.66           | 0.00            |
| F11                      | Rain Bird PESBR        | 2"     | Bubbler           | 57.40         | 100.00%  |          | 57.40           | 0.00            |
| G1                       | Rain Bird XCZ-150-LCDR | 1-1/2" | Area for Dripline | 22.47         | 100.00%  |          | 22.47           | 0.00            |
| G2                       | Rain Bird PESBR        | 1-1/2" | Turf Spray        | 41.70         | 100.00%  |          | 41.70           | 0.00            |
| G3                       | Rain Bird PESBR        | 2"     | Bubbler           | 56.00         | 50.00%   | 50.00%   | 28.00           | 28.00           |
| G4                       | Rain Bird PESBR        | 1-1/2" | Turf Spray        | 37.96         | 100.00%  |          | 37.96           | 0.00            |
| <b>Total Phase 3 GPM</b> |                        |        |                   | <b>699.99</b> |          |          | <b>667.26</b>   | <b>32.73</b>    |

| POC 11 |      |
|--------|------|
| 95.3%  | 4.7% |
| CDD    | HOA  |

# SECTION VI

**SANDMINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2025**

***DRAFT***

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Sandmine Road Community Development District  
Polk County, Florida

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Sandmine Road Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated Xxxx, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Xxxx, 2026

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## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Sandmine Road Community Development District, Polk County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net deficit balance of (\$8,306,520).
- The change in the District's total net position in comparison with the prior fiscal year was \$259,151, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$1,640,105, an increase of \$80,293 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable for prepaid items, assigned to capital reserves, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects funds, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

|                                     | NET POSITION          |                       |
|-------------------------------------|-----------------------|-----------------------|
|                                     | SEPTEMBER 30,         |                       |
|                                     | 2025                  | 2024                  |
| Current and other assets            | \$ 1,668,830          | \$ 1,580,128          |
| Capital assets, net of depreciation | 7,159,145             | 7,337,813             |
| Total assets                        | <u>8,827,975</u>      | <u>8,917,941</u>      |
| Current liabilities                 | 283,701               | 279,292               |
| Long-term liabilities               | 16,850,794            | 17,204,320            |
| Total liabilities                   | <u>17,134,495</u>     | <u>17,483,612</u>     |
| Net position                        |                       |                       |
| Net investment in capital assets    | (9,441,360)           | (9,561,268)           |
| Restricted                          | 632,104               | 586,539               |
| Unrestricted                        | 502,736               | 409,058               |
| Total net position                  | <u>\$ (8,306,520)</u> | <u>\$ (8,565,671)</u> |

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

| CHANGES IN NET POSITION                 |                       |                       |
|---|-----------------------|-----------------------|
| FOR THE FISCAL YEAR ENDED SEPTEMBER 30, |                       |                       |
|   | 2025                  | 2024                  |
| Revenues:                               |                       |                       |
| Program revenues                        |                       |                       |
| Charges for services                    | \$ 1,360,949          | \$ 1,364,594          |
| Operating grants and contributions      | 32,155                | 44,434                |
| Capital grants and contributions        | 10,472                | 19,160                |
| General revenues                        |                       |                       |
| Investment earnings                     | 10,563                | -                     |
| Total revenues                          | <u>1,414,139</u>      | <u>1,428,188</u>      |
| Expenses:                               |                       |                       |
| General government                      | 104,685               | 99,491                |
| Maintenance and operations              | 439,185               | 394,216               |
| Interest                                | 611,118               | 620,612               |
| Total expenses                          | <u>1,154,988</u>      | <u>1,114,319</u>      |
| Change in net position                  | <u>259,151</u>        | <u>313,869</u>        |
| Net position - beginning                | <u>(8,565,671)</u>    | <u>(8,879,540)</u>    |
| Net position - ending                   | <u>\$ (8,306,520)</u> | <u>\$ (8,565,671)</u> |

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$1,154,988. The costs of the District's activities were primarily funded by program revenues which were comprised of assessments. Expenses increased primarily due to additional maintenance costs during the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2025, the District had \$7,959,279 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$800,134 has been taken, which resulted in a net book value of \$7,159,145. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2025, the District had \$15,480,000 Bonds outstanding and \$1,278,910 Developer advances outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Sandmine Road Community Development District's Finance Department at 219 E. Livingston Street, Orlando, Florida, 32801.

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

|                                  | Governmental<br>Activities |
|----------------------------------|----------------------------|
| <b>ASSETS</b>                    |                            |
| Cash and cash equivalents        | \$ 170,012                 |
| Investments                      | 395,563                    |
| Assessments receivable           | 3,634                      |
| Restricted assets:               |                            |
| Investments                      | 1,099,621                  |
| Capital assets:                  |                            |
| Nondepreciable                   | 83,846                     |
| Depreciable, net                 | 7,075,299                  |
| Total assets                     | 8,827,975                  |
| <b>LIABILITIES</b>               |                            |
| Accounts payable                 | 28,725                     |
| Accrued interest payable         | 254,976                    |
| Non-current liabilities:         |                            |
| Due within one year              | 360,000                    |
| Due in more than one year        | 16,490,794                 |
| Total liabilities                | 17,134,495                 |
| <b>NET POSITION</b>              |                            |
| Net investment in capital assets | (9,441,360)                |
| Restricted for debt service      | 632,104                    |
| Unrestricted                     | 502,736                    |
| Total net position               | \$ (8,306,520)             |

See notes to the financial statements

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**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

| <u>Functions/Programs</u>     | <u>Program Revenues</u> |                                     |   |   | Net (Expense)<br>Revenue and<br>Changes in Net<br>Position |
|-------------------------------|-------------------------|-------------------------------------|---|---|--|
|                               | <u>Expenses</u>         | <u>Charges<br/>for<br/>Services</u> | <u>Operating Grants<br/>and Contributions</u> | <u>Capital<br/>Grants and<br/>Contributions</u> |  |
| Primary government:           |                         |                                     |   |   |  |
| Governmental activities:      |                         |                                     |   |   |  |
| General government            | \$ 104,685              | \$ 104,685                          | \$ -  | \$ -  | \$ -   |
| Maintenance and operations    | 439,185                 | 268,601                             | -   | 10,472  | (160,112)  |
| Interest on long-term debt    | 611,118                 | 987,663                             | 32,155  | -   | 408,700  |
| Total governmental activities | <u>1,154,988</u>        | <u>1,360,949</u>                    | <u>32,155</u>                                 | <u>10,472</u>                                   | <u>248,588</u>   |
| General revenues:             |                         |                                     |   |   |  |
|                               |                         |                                     |   |   | 10,563   |
|                               |                         |                                     |   |   | <u>10,563</u>  |
|                               |                         |                                     |   |   | 259,151  |
|                               |                         |                                     |   |   | (8,565,671)  |
|                               |                         |                                     |   |   | <u>\$ (8,306,520)</u>                                      |

See notes to the financial statements

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**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2025**

|  | Major Funds       |                   |                     | Total<br>Governmental<br>Funds |
|--|-------------------|-------------------|---------------------|--------------------------------|
|  | General           | Debt<br>Service   | Capital<br>Projects |                                |
| <b>ASSETS</b>                              |                   |                   |                     |                                |
| Cash and cash equivalents                  | \$ 135,090        | \$ -              | \$ 34,922           | \$ 170,012                     |
| Investments                                | 395,563           | 884,254           | 215,367             | 1,495,184                      |
| Assessments receivable                     | 997               | 2,637             | -                   | 3,634                          |
| Due from other funds                       | -                 | 189               | -                   | 189                            |
| Total assets                               | <u>\$ 531,650</u> | <u>\$ 887,080</u> | <u>\$ 250,289</u>   | <u>\$ 1,669,019</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>       |                   |                   |                     |                                |
| <b>Liabilities:</b>                        |                   |                   |                     |                                |
| Accounts payable                           | \$ 28,725         | \$ -              | \$ -                | \$ 28,725                      |
| Due to other funds                         | 189               | -                 | -                   | 189                            |
| Total liabilities                          | <u>28,914</u>     | <u>-</u>          | <u>-</u>            | <u>28,914</u>                  |
| <b>Fund balances:</b>                      |                   |                   |                     |                                |
| <b>Restricted for:</b>                     |                   |                   |                     |                                |
| Debt service                               | -                 | 887,080           | -                   | 887,080                        |
| Capital projects                           | -                 | -                 | 215,367             | 215,367                        |
| <b>Assigned to:</b>                        |                   |                   |                     |                                |
| Capital reserves                           | -                 | -                 | 34,922              | 34,922                         |
| Unassigned                                 | 502,736           | -                 | -                   | 502,736                        |
| Total fund balances                        | <u>502,736</u>    | <u>887,080</u>    | <u>250,289</u>      | <u>1,640,105</u>               |
| <b>Total liabilities and fund balances</b> | <u>\$ 531,650</u> | <u>\$ 887,080</u> | <u>\$ 250,289</u>   | <u>\$ 1,669,019</u>            |

See notes to the financial statements

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**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

Fund balance - governmental funds \$ 1,640,105

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

|                          |           |           |
|--------------------------|-----------|-----------|
| Cost of capital assets   | 7,959,279 |           |
| Accumulated depreciation | (800,134) | 7,159,145 |

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

|   |              |              |
|---|--------------|--------------|
| Accrued interest payable                    | (254,976)    |              |
| Developer Advance                           | (1,278,910)  |              |
| Unamortized original issue discount/premium | (91,884)     |              |
| Bonds payable                               | (15,480,000) | (17,105,770) |

|   |  |                |
|---|--|----------------|
| Net position of governmental activities |  | \$ (8,306,520) |
|---|--|----------------|

See notes to the financial statements

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**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

|  | Major Funds       |                   |                     | Total<br>Governmental<br>Funds |
|--|-------------------|-------------------|---------------------|--------------------------------|
|  | General           | Debt<br>Service   | Capital<br>Projects |                                |
| <b>REVENUES</b>  |                   |                   |                     |                                |
| Special assessments  | \$ 373,286        | \$ 987,663        | \$ -                | \$ 1,360,949                   |
| Interest earnings  | 10,563            | 32,155            | 10,472              | 53,190                         |
| Total revenues   | <u>383,849</u>    | <u>1,019,818</u>  | <u>10,472</u>       | <u>1,414,139</u>               |
| <b>EXPENDITURES</b>  |                   |                   |                     |                                |
| Current:   |                   |                   |                     |                                |
| General government   | 104,685           | -                 | -                   | 104,685                        |
| Maintenance and operations                                   | 176,671           | -                 | -                   | 176,671                        |
| Debt service:  |                   |                   |                     |                                |
| Principal  | -                 | 350,000           | -                   | 350,000                        |
| Interest   | -                 | 618,644           | -                   | 618,644                        |
| Capital outlay   | -                 | -                 | 83,846              | 83,846                         |
| Total expenditures   | <u>281,356</u>    | <u>968,644</u>    | <u>83,846</u>       | <u>1,333,846</u>               |
| Excess (deficiency) of revenues<br>over (under) expenditures | 102,493           | 51,174            | (73,374)            | 80,293                         |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |                   |                   |                     |                                |
| Transfers in (out)   | (8,815)           | (9,609)           | 18,424              | -                              |
| Total other financing sources (uses)                         | <u>(8,815)</u>    | <u>(9,609)</u>    | <u>18,424</u>       | <u>-</u>                       |
| Net change in fund balances                                  | 93,678            | 41,565            | (54,950)            | 80,293                         |
| Fund balances - beginning                                    | <u>409,058</u>    | <u>845,515</u>    | <u>305,239</u>      | <u>1,559,812</u>               |
| Fund balances - ending                                       | <u>\$ 502,736</u> | <u>\$ 887,080</u> | <u>\$ 250,289</u>   | <u>\$ 1,640,105</u>            |

See notes to the financial statements

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**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

|   |    |           |
|---|----|-----------|
| Net change in fund balances - total governmental funds  | \$ | 80,293    |
| Amounts reported for governmental activities in the statement of activities are different because:  |    |           |
| Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.   |    | 83,846    |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.     |    | 350,000   |
| Depreciation on capital assets is not recognized in the governmental fund financial statements, however, these amounts are recognized as expenses in the government-wide statement of activities.                                   |    | (262,514) |
| Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. |    | 3,526     |
| The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.                                 |    | 4,000     |
| Change in net position of governmental activities   | \$ | 259,151   |

See notes to the financial statements

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**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

Sandmine Road Community Development District (the "District") was established by the Board of Commissioners of Polk County via approval of Ordinance No. 20-023 effective on April 7, 2020, as amended by Ordinance No. 22-046 on June 22, 2022, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, all of the Board members are affiliated with the Pulte Home Company, LLC (the "Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District and for the accumulation of capital reserves.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Assets, Liabilities and Net Position or Equity**

**Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

**Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Capital Assets**

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u>  | <u>Years</u> |
|----------------|--------------|
| Infrastructure | 30           |

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Fund Equity/Net Position (Continued)**

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

#### **Other Disclosures**

##### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 - BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS AND INVESTMENTS**

### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)**

**Investments**

The District’s investments were held as follows at September 30, 2025:

|   | Amortized Cost      | Credit Risk | Maturities                                      |
|---|---------------------|-------------|---|
| First American Funds Government Fund                    | \$ 1,099,621        | S&P AAAM    | Weighted average of the fund portfolio: 45 days |
| Investment in Local Government Surplus Funds Trust Fund | 395,563             | S&P AAAM    | Weighted average of the fund portfolio: 47 days |
|   | <u>\$ 1,495,184</u> |             |   |

*Custodial credit risk* – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk.

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool’s participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District’s investments have been reported at amortized cost above.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District’s investments have been reported at amortized cost above.

**NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)**

**Investments (Continued)**

*External Investment Pool* – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2025, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

**NOTE 5 – INTERFUND TRANSFERS**

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

| <u>Fund</u>      | <u>Transfers in</u> | <u>Transfers out</u> |
|------------------|---------------------|----------------------|
| General          | \$ -                | \$ 8,815             |
| Debt Service     | -                   | 9,609                |
| Capital projects | 18,424              | -                    |
| Total            | <u>\$ 18,424</u>    | <u>\$ 18,424</u>     |

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital project fund were made in accordance with the Bond indentures. The transfer of \$8,815 from the general fund to the capital projects fund was made in order to fund capital reserves.

**NOTE 6 – CAPITAL ASSETS**

Changes in capital assets for the fiscal year ended September 30, 2025 were as follows:

|   | Beginning<br>Balance | Additions    | Reductions | Ending<br>Balance |
|---|----------------------|--------------|------------|-------------------|
| <u>Governmental activities</u>              |                      |              |            |                   |
| Capital assets, not being depreciated       |                      |              |            |                   |
| Infrastructure under construction           | \$ -                 | \$ 83,846    | \$ -       | \$ 83,846         |
| Total capital assets, not being depreciated | -                    | 83,846       | -          | 83,846            |
| Capital assets, being depreciated           |                      |              |            |                   |
| Infrastructure                              | 7,875,433            | -            | -          | 7,875,433         |
| Total capital assets, being depreciated     | 7,875,433            | -            | -          | 7,875,433         |
| Less accumulated depreciation for:          |                      |              |            |                   |
| Infrastructure                              | 537,620              | 262,514      | -          | 800,134           |
| Total accumulated depreciation              | 537,620              | 262,514      | -          | 800,134           |
| Total capital assets being depreciated      | 7,337,813            | (262,514)    | -          | 7,075,299         |
| Governmental activities capital assets, net | \$ 7,337,813         | \$ (178,668) | \$ -       | \$ 7,159,145      |

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$21,364,499 with Phase One, Two, and Three improvements estimated at \$8,579,489, \$9,416,469, and \$3,368,540 respectively. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. In a prior year, certain improvements were conveyed to others for ownership and maintenance responsibilities. **The current year improvements were acquired from the Developer.**

Depreciation expense was charged to the maintenance and operations function.

**NOTE 7 – LONG-TERM LIABILITIES**

**Series 2020**

On August 31, 2020, the District issued \$6,590,000 of Special Assessment Bonds, Series 2020, consisting of various Term Bonds with due dates from May 1, 2025 to May 1, 2050 and fixed interest rates ranging from 2.625% to 3.75%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2021 through May 1, 2050.

The Series 2020 Bonds are subject to optional redemption prior to maturity as outlined in the Bond Indenture. The Bonds are also subject to mandatory sinking fund redemption prior to their selected maturity in the manner outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2025.

## **NOTE 7 – LONG-TERM LIABILITIES (Continued)**

### **Series 2021**

On October 27, 2021, the District issued \$7,495,000 of Special Assessment Bonds, Series 2021, consisting of various Term Bonds with due dates from November 1, 2026 to November 1, 2051 and fixed interest rates ranging from 2.3% to 4%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2022 through November 1, 2051.

The Series 2021 Bonds are subject to optional redemption prior to maturity as outlined in the Bond Indenture. The Bonds are also subject to mandatory sinking fund redemption prior to their selected maturity in the manner outlined in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this occurred during the prior fiscal year as the District met the reserve release conditions are transferred excess funds in the reserve account to the construction and acquisition account. The District was in compliance with the requirements at September 30, 2025.

### **Series 2022**

On October 26, 2022, the District issued \$2,640,000 of Special Assessment Bonds, Series 2022, consisting of various Term Bonds with due dates from November 1, 2029 to November 1, 2052 and fixed interest rates ranging from 5% to 6%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2023 through November 1, 2052.

The Series 2022 Bonds are subject to optional redemption prior to maturity as outlined in the Bond Indenture. The Bonds are also subject to mandatory sinking fund redemption prior to their selected maturity in the manner outlined in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this occurred during the prior fiscal year as the District met the reserve release conditions are transferred excess funds in the reserve account to the construction and acquisition account. The District was in compliance with the requirements at September 30, 2025.

**NOTE 7 – LONG-TERM LIABILITIES (Continued)**

**Developer Advances**

In connection with the completion agreements associated with construction project, the Developer has advanced funds to the District during prior years. As of September 30, 2025, Developer advances outstanding were \$1,278,910. The outstanding amount will be paid in the future, to the extent funds are available in accordance with the Indentures.

**Long-term Debt Activity**

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

|                                       | Beginning<br>Balance | Additions   | Reductions        | Ending<br>Balance    | Due Within<br>One Year |
|---------------------------------------|----------------------|-------------|-------------------|----------------------|------------------------|
| <b><u>Governmental activities</u></b> |                      |             |                   |                      |                        |
| Bonds:                                |                      |             |                   |                      |                        |
| Series 2020                           | \$ 6,045,000         | \$ -        | \$ 145,000        | \$ 5,900,000         | \$ 150,000             |
| Less: Original Issuance Discount      | (23,204)             | -           | (893)             | (22,311)             | -                      |
| Series 2021                           | 7,180,000            | -           | 165,000           | 7,015,000            | 170,000                |
| Plus: Original Issuance Premium       | 129,802              | -           | 4,819             | 124,983              | -                      |
| Series 2022                           | 2,605,000            | -           | 40,000            | 2,565,000            | 40,000                 |
| Less: Original Issuance Discount      | (11,188)             | -           | (400)             | (10,788)             | -                      |
| Developer advance                     | 1,278,910            | -           | -                 | 1,278,910            | -                      |
| <b>Total</b>                          | <b>\$ 17,204,320</b> | <b>\$ -</b> | <b>\$ 353,526</b> | <b>\$ 16,850,794</b> | <b>\$ 360,000</b>      |

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

| Year ending<br>September 30: | Governmental Activities |                      |                      |
|------------------------------|-------------------------|----------------------|----------------------|
|                              | Principal               | Interest             | Total                |
| 2026                         | \$ 360,000              | \$ 608,986           | \$ 968,986           |
| 2027                         | 365,000                 | 598,387              | 963,387              |
| 2028                         | 380,000                 | 586,838              | 966,838              |
| 2029                         | 390,000                 | 574,264              | 964,264              |
| 2030                         | 405,000                 | 561,257              | 966,257              |
| 2031-2035                    | 2,250,000               | 2,577,349            | 4,827,349            |
| 2036-2040                    | 2,710,000               | 2,116,281            | 4,826,281            |
| 2041-2045                    | 3,295,000               | 1,539,966            | 4,834,966            |
| 2046-2050                    | 4,030,000               | 781,650              | 4,811,650            |
| 2051-2053                    | 1,295,000               | 78,800               | 1,373,800            |
|                              | <b>\$ 15,480,000</b>    | <b>\$ 10,023,778</b> | <b>\$ 25,503,778</b> |

**NOTE 8 - DEVELOPER TRANSACTIONS**

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

**NOTE 9 - CONCENTRATION**

The District's activity is dependent upon the continued involvement of the Developer, and major landowners, the loss of which could have a material adverse effect on the District's operations.

**NOTE 10 - MANAGEMENT COMPANY**

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

**NOTE 11 - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

|  | Budgeted<br>Amounts | Actual Amounts | Variance with<br>Final Budget -<br>Positive<br>(Negative) |
|--|---------------------|----------------|---|
|  | Original & Final    |                |   |
| <b>REVENUES</b>  |                     |                |   |
| Special assessments  | \$ 373,298          | \$ 373,286     | \$ (12)   |
| Interest earnings  | -                   | 10,563         | 10,563  |
| Total revenues   | 373,298             | 383,849        | 10,551  |
| <b>EXPENDITURES</b>  |                     |                |   |
| Current:   |                     |                |   |
| General government   | 148,208             | 104,685        | 43,523  |
| Maintenance and operations                                   | 211,450             | 176,671        | 34,779  |
| Total expenditures   | 359,658             | 281,356        | 78,302  |
| Excess (deficiency) of revenues<br>over (under) expenditures | 13,640              | 102,493        | 88,853  |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |                     |                |   |
| Transfer Out   | (8,815)             | (8,815)        | -   |
| Total other financing sources (uses)                         | (8,815)             | (8,815)        | -   |
| Net change in fund balances                                  | \$ 4,825            | 93,678         | \$ 88,853   |
| Fund balance - beginning                                     |                     | 409,058        |   |
| Fund balance - ending  |                     | \$ 502,736     |   |

See notes to required supplementary information

**DRAFT**

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FLORIDA STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025  
UNAUDITED**

| <u>Element</u>  | <u>Comments</u>   |
|---|---|
| Number of District employees compensated in the last pay period of the District's fiscal year being reported.   | 0   |
| Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported. | 8   |
| Employee compensation   | \$0   |
| Independent contractor compensation   | \$230,611   |
| Construction projects to begin on or after October 1; (\$65K)   | Not applicable  |
| Budget variance report  | See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund |
| Ad Valorem taxes  | Not applicable  |
| Non ad valorem special assessments:   |   |
| Special assessment rate   | Operations and maintenance - \$442.20 - \$589.59<br>Debt service - \$784.32 - \$1,784.88                  |
| Special assessments collected   | \$1,360,949   |
| Outstanding Bonds:  |   |
| Series 2020   | \$5,900,000   |
| Series 2021   | \$7,015,000   |
| Series 2022   | \$2,565,000   |

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Sandmine Road Community Development District  
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Sandmine Road Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated Xxxx, 2026.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Xxxx, 2026

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Sandmine Road Community Development District  
Polk County, Florida

We have examined Sandmine Road Community Development District, Polk County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida for the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Sandmine Road Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Xxxx, 2026

**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Sandmine Road Community Development District  
Polk County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Sandmine Road Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated Xxxx, 2026.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated Xxxx, 2026, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Sandmine Road Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Sandmine Road Community Development District, Polk County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Xxxx, 2026

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 26.

# SECTION VII

**RESOLUTION 2026-02**  
**[FY 2027 BUDGET APPROVAL RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Sandmine Road Community Development District (“**District**”), the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

**WHEREAS**, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: July 16, 2026  
TIME: 2:00 p.m.  
LOCATION: Holiday Inn Express & Suites Orlando South  
4050 Hotel Drive  
Davenport, Florida 33897

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF APRIL 2026.**

ATTEST:

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

***Sandmine Road***  
***Community Development District***

***Proposed Budget***  
***FY 2027***



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# Sandmine Road

## Community Development District

### Proposed Budget

### General Fund

| Description | Adopted<br>Budget<br>FY2026 | Actuals<br>Thru<br>2/28/26 | Projected<br>Next<br>7 Months | Projected<br>Thru<br>9/30/26 | Proposed<br>Budget<br>FY2027 |
|-------------|-----------------------------|----------------------------|-------------------------------|------------------------------|------------------------------|
|-------------|-----------------------------|----------------------------|-------------------------------|------------------------------|------------------------------|

#### **Revenues**

|                        |            |            |           |            |            |
|------------------------|------------|------------|-----------|------------|------------|
| Assessments - Tax Roll | \$ 368,473 | \$ 328,266 | \$ 40,207 | \$ 368,473 | \$ 368,473 |
| Interest               | \$ -       | \$ 7,746   | \$ 10,845 | \$ 18,592  | \$ -       |
| Carry Forward Surplus  | \$ -       | \$ -       | \$ -      | \$ -       | \$ 492,914 |

|                       |                   |                   |                  |                   |                   |
|-----------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>Total Revenues</b> | <b>\$ 368,473</b> | <b>\$ 336,013</b> | <b>\$ 51,052</b> | <b>\$ 387,065</b> | <b>\$ 861,387</b> |
|-----------------------|-------------------|-------------------|------------------|-------------------|-------------------|

#### **Expenditures**

##### General & Administrative

|                                |           |           |           |           |           |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|
| Supervisor Fees                | \$ 12,000 | \$ -      | \$ 7,000  | \$ 7,000  | \$ 12,000 |
| FICA Expense                   | \$ 918    | \$ -      | \$ 536    | \$ 536    | \$ 918    |
| Engineering                    | \$ 12,000 | \$ -      | \$ 3,028  | \$ 3,028  | \$ 12,000 |
| Attorney                       | \$ 25,000 | \$ 3,059  | \$ 4,282  | \$ 7,341  | \$ 25,000 |
| Annual Audit                   | \$ 7,100  | \$ 1,000  | \$ 3,600  | \$ 4,600  | \$ 4,700  |
| Arbitrage Fees                 | \$ 1,350  | \$ 1,350  | \$ -      | \$ 1,350  | \$ 1,350  |
| Dissemination Fees             | \$ 11,356 | \$ 4,732  | \$ 6,624  | \$ 11,356 | \$ 11,924 |
| Assessment Administration      | \$ 5,732  | \$ 5,732  | \$ -      | \$ 5,732  | \$ 6,019  |
| Trustee Fees                   | \$ 13,303 | \$ 12,930 | \$ -      | \$ 12,930 | \$ 13,303 |
| Management Fees                | \$ 46,350 | \$ 19,313 | \$ 27,038 | \$ 46,350 | \$ 48,668 |
| Information Technology         | \$ 1,434  | \$ 598    | \$ 836    | \$ 1,434  | \$ 1,506  |
| Website Maintenance            | \$ 718    | \$ 299    | \$ 419    | \$ 718    | \$ 754    |
| Telephone                      | \$ 200    | \$ -      | \$ 50     | \$ 50     | \$ 200    |
| Postage                        | \$ 1,000  | \$ 319    | \$ 228    | \$ 547    | \$ 1,000  |
| Printing & Binding             | \$ 100    | \$ -      | \$ 50     | \$ 50     | \$ 100    |
| Office Supplies                | \$ 100    | \$ 1      | \$ 25     | \$ 26     | \$ 100    |
| Insurance                      | \$ 7,119  | \$ 6,561  | \$ -      | \$ 6,561  | \$ 7,217  |
| Legal Advertising              | \$ 5,000  | \$ -      | \$ 2,899  | \$ 2,899  | \$ 5,000  |
| Other Current Charges          | \$ 1,000  | \$ 104    | \$ 145    | \$ 249    | \$ 1,000  |
| Dues, Licenses & Subscriptions | \$ 175    | \$ 175    | \$ -      | \$ 175    | \$ 175    |

|                             |                   |                  |                  |                   |                   |
|-----------------------------|-------------------|------------------|------------------|-------------------|-------------------|
| <b>Total Administrative</b> | <b>\$ 151,954</b> | <b>\$ 56,172</b> | <b>\$ 56,759</b> | <b>\$ 112,930</b> | <b>\$ 152,933</b> |
|-----------------------------|-------------------|------------------|------------------|-------------------|-------------------|

# Sandmine Road

## Community Development District

### Proposed Budget

### General Fund

| Description                           | Adopted Budget<br>FY2026 | Actuals Thru<br>2/28/26 | Projected Next<br>7 Months | Projected Thru<br>9/30/26 | Proposed Budget<br>FY2027 |
|---------------------------------------|--------------------------|-------------------------|----------------------------|---------------------------|---------------------------|
| <i>Operations &amp; Maintenance</i>   |                          |                         |                            |                           |                           |
| <b>Field Expenditures</b>             |                          |                         |                            |                           |                           |
| Property Insurance                    | \$ 8,479                 | \$ 9,628                | \$ -                       | \$ 9,628                  | \$ 9,579                  |
| Field Management                      | \$ 16,538                | \$ 6,891                | \$ 9,647                   | \$ 16,538                 | \$ 17,365                 |
| Landscape Maintenance                 | \$ 86,940                | \$ 37,074               | \$ 57,309                  | \$ 94,383                 | \$ 110,000                |
| Landscape Enhancements                | \$ 30,000                | \$ -                    | \$ 1,500                   | \$ 1,500                  | \$ 25,000                 |
| Pond Discing                          | \$ 8,100                 | \$ 2,700                | \$ 4,050                   | \$ 6,750                  | \$ 8,505                  |
| Water & Sewer                         | \$ 9,500                 | \$ 1,150                | \$ 1,150                   | \$ 2,300                  | \$ 18,285                 |
| Fountain Maintenance                  | \$ 8,500                 | \$ 2,500                | \$ 3,500                   | \$ 6,000                  | \$ 8,500                  |
| Irrigation Repairs                    | \$ 5,500                 | \$ 2,817                | \$ 3,943                   | \$ 6,760                  | \$ 5,000                  |
| General Repairs & Maintenance         | \$ 15,000                | \$ 8,872                | \$ 2,500                   | \$ 11,372                 | \$ 25,000                 |
| Wall & Fence Maintenance              | \$ 10,000                | \$ -                    | \$ 5,000                   | \$ 5,000                  | \$ -                      |
| Contingency                           | \$ 7,500                 | \$ -                    | \$ 3,750                   | \$ 3,750                  | \$ 7,500                  |
| <b>Subtotal Field Expenditures</b>    | <b>\$ 206,057</b>        | <b>\$ 71,631</b>        | <b>\$ 92,349</b>           | <b>\$ 163,980</b>         | <b>\$ 234,734</b>         |
| <i>Other Expenditures</i>             |                          |                         |                            |                           |                           |
| Capital Reserves - Transfer           | \$ 10,462                | \$ -                    | \$ 10,462                  | \$ 10,462                 | \$ 473,720                |
| <b>Total Other Expenditures</b>       | <b>\$ 10,462</b>         | <b>\$ -</b>             | <b>\$ 10,462</b>           | <b>\$ 10,462</b>          | <b>\$ 473,720</b>         |
| <b>Total Expenditures</b>             | <b>\$ 368,473</b>        | <b>\$ 127,803</b>       | <b>\$ 159,570</b>          | <b>\$ 287,372</b>         | <b>\$ 861,387</b>         |
| <b>Excess Revenues/(Expenditures)</b> | <b>\$ -</b>              | <b>\$ 208,210</b>       | <b>\$ (108,518)</b>        | <b>\$ 99,692</b>          | <b>\$ -</b>               |

\* Less First Quarter Operating Reserves

| Product               | Assessable Units | Net Assessment    | Net Per Unit (7%) | Gross Per Unit |
|-----------------------|------------------|-------------------|-------------------|----------------|
| <b>Tax Roll</b>       |                  |                   |                   |                |
| Townhouse - 25'       | 272              | \$111,857.87      | \$ 411.24         | \$ 442.20      |
| Single Family - 40'   | 245              | \$107,471.29      | \$ 438.66         | \$ 471.68      |
| Single Family - 50'   | 272              | \$149,143.83      | \$ 548.32         | \$ 589.59      |
| <b>Total Tax Roll</b> | <b>789</b>       | <b>\$ 368,473</b> |                   |                |

| Product             | FY2027 Gross Per Unit | FY2026 Gross Per Unit | Increase/ (Decrease) |
|---------------------|-----------------------|-----------------------|----------------------|
| Townhouse - 25'     | \$ 442.20             | \$ 442.20             | \$ -                 |
| Single Family - 40' | \$ 471.68             | \$ 471.68             | \$ -                 |
| Single Family - 50' | \$ 589.59             | \$ 589.59             | \$ -                 |

# Sandmine Road Community Development District General Fund Budget

## **REVENUES:**

### Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

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## **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 provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

#### Attorney

The District's legal counsel provides 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.

#### Arbitrage Fees

The District is contracted with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Special Assessment Bonds.

#### Dissemination Fees

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional report requirements for unrated bond issues.

#### Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

#### Trustee Fees

The District will pay annual fees for Series 2020, 2021, and 2022 Special Assessment Revenue Bonds that are deposited with a Trustee at US Bank, N.A.

# **Sandmine Road**

## **Community Development District**

### **General Fund Budget**

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Telephone

Telephone and fax machine.

#### Postage

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

#### Printing & Binding

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

#### Office Supplies

Miscellaneous office supplies.

#### Insurance

The District's general liability, public officials liability.

#### 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.

#### Dues, Licenses & Subscriptions

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

# Sandmine Road Community Development District General Fund Budget

**Operations & Maintenance:**

**Field Expenditures:**

Property Insurance

The District's property insurance coverages.

Field Management

Represents the costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the cost of maintenance of the landscaping within the common areas of the District. The District has a contract with Exclusive Landscaping Group.

| Description           | Monthly    | Annual    |
|-----------------------|------------|-----------|
| Exclusive Landscaping | \$9,167.00 | \$110,000 |

Landscape Enhancements

Represents the estimated cost of replacing landscaping within the common areas of the District.

Pond Discing

Represents the cost of performing mechanical discing in and around pond areas to control vegetation, reduce sediment buildup, and support proper drainage and ecological health within the District's water bodies.

| Description              | Bi-Monthly | Annual      |
|--------------------------|------------|-------------|
| Toole's Tractor Services | \$1,417.50 | \$ 8,505.00 |

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Fountain Maintenance

Represents the costs of maintaining the fountains for the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

# **Sandmine Road**

## **Community Development District**

### **General Fund Budget**

#### General Repairs & Maintenance

Represents the costs for general repairs and maintenance of the District's common areas.

#### Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

#### **Other Expenditures**

#### Capital Reserves - Transfer

Represents projected transfer out to the Capital Projects fund.

**Sandmine Road**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserve Fund**

| Description                                 | Adopted<br>Budget<br>FY2026 | Actual<br>Through<br>2/28/26 | Projected<br>Next<br>7 Months | Projected<br>Through<br>9/30/26 | Proposed<br>Budget<br>FY2027 |
|---|-----------------------------|------------------------------|-------------------------------|---------------------------------|------------------------------|
| <b>Revenues</b>                             |                             |                              |                               |                                 |                              |
| Interest Income                             | \$ -                        | \$ 510                       | \$ 714                        | \$ 1,225                        | \$ -                         |
| Carry Forward Surplus                       | \$ 34,890                   | \$ 34,922                    | \$ -                          | \$ 34,922                       | \$ 46,609                    |
| <b>Total Revenues</b>                       | <b>\$ 34,890</b>            | <b>\$ 35,433</b>             | <b>\$ 714</b>                 | <b>\$ 36,147</b>                | <b>\$ 46,609</b>             |
| <b>Expenses</b>                             |                             |                              |                               |                                 |                              |
| Capital Outlay                              | \$ -                        | \$ -                         | \$ -                          | \$ -                            | \$ -                         |
| <b>Total Expenditures</b>                   | <b>\$ -</b>                 | <b>\$ -</b>                  | <b>\$ -</b>                   | <b>\$ -</b>                     | <b>\$ -</b>                  |
| <b>Other Financing Sources</b>              |                             |                              |                               |                                 |                              |
| Transfer In/(Out)                           | \$ 10,462                   | \$ -                         | \$ 10,462                     | \$ 10,462                       | \$ 473,720                   |
| <b>Total Other Financing Sources (Uses)</b> | <b>\$ 10,462</b>            | <b>\$ -</b>                  | <b>\$ 10,462</b>              | <b>\$ 10,462</b>                | <b>\$ 473,720</b>            |
| <b>Excess Revenues/(Expenditures)</b>       | <b>\$ 45,353</b>            | <b>\$ 35,433</b>             | <b>\$ 11,176</b>              | <b>\$ 46,609</b>                | <b>\$ 520,329</b>            |

**Sandmine Road**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2020**

| Description                           | Adopted Budget FY2026 | Actuals Thru 2/28/26 | Projected Next 7 Months | Projected Thru 9/30/26 | Proposed Budget FY2027 |
|---------------------------------------|-----------------------|----------------------|-------------------------|------------------------|------------------------|
| <b>Revenues</b>                       |                       |                      |                         |                        |                        |
| Assessments - On Roll                 | \$ 363,719            | \$ 324,030           | \$ 39,689               | \$ 363,719             | \$ 363,719             |
| Interest                              | \$ 5,000              | \$ 4,786             | \$ 6,700                | \$ 11,486              | \$ 5,000               |
| Carry Forward Surplus <sup>(1)</sup>  | \$ 156,935            | \$ 158,486           | \$ -                    | \$ 158,486             | \$ 167,426             |
| <b>Total Revenues</b>                 | <b>\$ 525,654</b>     | <b>\$ 487,302</b>    | <b>\$ 46,389</b>        | <b>\$ 533,691</b>      | <b>\$ 536,145</b>      |
| <b>Expenditures</b>                   |                       |                      |                         |                        |                        |
| Interest - 11/1                       | \$ 106,825            | \$ 106,825           | \$ -                    | \$ 106,825             | \$ 104,481             |
| Principal - 5/1                       | \$ 150,000            | \$ -                 | \$ 150,000              | \$ 150,000             | \$ 155,000             |
| Interest - 5/1                        | \$ 106,825            | \$ -                 | \$ 106,825              | \$ 106,825             | \$ 104,481             |
| <b>Total Expenditures</b>             | <b>\$ 363,650</b>     | <b>\$ 106,825</b>    | <b>\$ 256,825</b>       | <b>\$ 363,650</b>      | <b>\$ 363,963</b>      |
| <b>Other Sources/(Uses)</b>           |                       |                      |                         |                        |                        |
| Transfer In/Out                       | \$ -                  | \$ (2,615)           | \$ -                    | \$ (2,615)             | \$ -                   |
| <b>Total Other Sources/(Uses)</b>     | <b>\$ -</b>           | <b>\$ (2,615)</b>    | <b>\$ -</b>             | <b>\$ (2,615)</b>      | <b>\$ -</b>            |
| <b>Excess Revenues/(Expenditures)</b> | <b>\$ 162,004</b>     | <b>\$ 377,862</b>    | <b>\$ (210,436)</b>     | <b>\$ 167,426</b>      | <b>\$ 172,183</b>      |

<sup>(1)</sup> Carryforward Surplus is net of Debt Service Reserve Funds

Interest - 11/1 \$ 102,059.38

| Product               | Assessable Units | Net Assessment    | Net Per Unit | Gross Per Unit |
|-----------------------|------------------|-------------------|--------------|----------------|
| Townhouse - 25'       | 122              | \$ 88,989         | \$ 729.42    | \$ 784.32      |
| Single Family - 40'   | 92               | \$ 122,052        | \$ 1,326.65  | \$ 1,426.51    |
| Single Family - 50'   | 92               | \$ 152,678        | \$ 1,659.54  | \$ 1,784.45    |
| <b>Total Tax Roll</b> | <b>306</b>       | <b>\$ 363,719</b> |              |                |

**Sandmine Road**  
**Community Development District**  
**Series 2020 Special Assessment Bonds**

**AMORTIZATION SCHEDULE**

| Date     | Balance         | Principal              | Interest               | Total                  |
|----------|-----------------|------------------------|------------------------|------------------------|
| 11/01/26 | \$ 5,750,000.00 | \$ -                   | \$ 104,481.25          | \$ 361,306.25          |
| 05/01/27 | \$ 5,750,000.00 | \$ 155,000.00          | \$ 104,481.25          | \$ -                   |
| 11/01/27 | \$ 5,595,000.00 | \$ -                   | \$ 102,059.38          | \$ 361,540.63          |
| 05/01/28 | \$ 5,595,000.00 | \$ 160,000.00          | \$ 102,059.38          | \$ -                   |
| 11/01/28 | \$ 5,435,000.00 | \$ -                   | \$ 99,559.38           | \$ 361,618.75          |
| 05/01/29 | \$ 5,435,000.00 | \$ 165,000.00          | \$ 99,559.38           | \$ -                   |
| 11/01/29 | \$ 5,270,000.00 | \$ -                   | \$ 96,981.25           | \$ 361,540.63          |
| 05/01/30 | \$ 5,270,000.00 | \$ 170,000.00          | \$ 96,981.25           | \$ -                   |
| 11/01/30 | \$ 5,100,000.00 | \$ -                   | \$ 94,325.00           | \$ 361,306.25          |
| 05/01/31 | \$ 5,100,000.00 | \$ 175,000.00          | \$ 94,325.00           | \$ -                   |
| 11/01/31 | \$ 4,925,000.00 | \$ -                   | \$ 91,153.13           | \$ 360,478.13          |
| 05/01/32 | \$ 4,925,000.00 | \$ 180,000.00          | \$ 91,153.13           | \$ -                   |
| 11/01/32 | \$ 4,745,000.00 | \$ -                   | \$ 87,890.63           | \$ 359,043.75          |
| 05/01/33 | \$ 4,745,000.00 | \$ 190,000.00          | \$ 87,890.63           | \$ -                   |
| 11/01/33 | \$ 4,555,000.00 | \$ -                   | \$ 84,446.88           | \$ 362,337.50          |
| 05/01/34 | \$ 4,555,000.00 | \$ 195,000.00          | \$ 84,446.88           | \$ -                   |
| 11/01/34 | \$ 4,360,000.00 | \$ -                   | \$ 80,912.50           | \$ 360,359.38          |
| 05/01/35 | \$ 4,360,000.00 | \$ 205,000.00          | \$ 80,912.50           | \$ -                   |
| 11/01/35 | \$ 4,155,000.00 | \$ -                   | \$ 77,196.88           | \$ 363,109.38          |
| 05/01/36 | \$ 4,155,000.00 | \$ 210,000.00          | \$ 77,196.88           | \$ -                   |
| 11/01/36 | \$ 3,945,000.00 | \$ -                   | \$ 73,390.63           | \$ 360,587.50          |
| 05/01/37 | \$ 3,945,000.00 | \$ 220,000.00          | \$ 73,390.63           | \$ -                   |
| 11/01/37 | \$ 3,725,000.00 | \$ -                   | \$ 69,403.13           | \$ 362,793.75          |
| 05/01/38 | \$ 3,725,000.00 | \$ 225,000.00          | \$ 69,403.13           | \$ -                   |
| 11/01/38 | \$ 3,500,000.00 | \$ -                   | \$ 65,325.00           | \$ 359,728.13          |
| 05/01/39 | \$ 3,500,000.00 | \$ 235,000.00          | \$ 65,325.00           | \$ -                   |
| 11/01/39 | \$ 3,265,000.00 | \$ -                   | \$ 61,065.63           | \$ 361,390.63          |
| 05/01/40 | \$ 3,265,000.00 | \$ 245,000.00          | \$ 61,065.63           | \$ -                   |
| 11/01/40 | \$ 3,020,000.00 | \$ -                   | \$ 56,625.00           | \$ 362,690.63          |
| 05/01/41 | \$ 3,020,000.00 | \$ 255,000.00          | \$ 56,625.00           | \$ -                   |
| 11/01/41 | \$ 2,765,000.00 | \$ -                   | \$ 51,843.75           | \$ 363,468.75          |
| 05/01/42 | \$ 2,765,000.00 | \$ 265,000.00          | \$ 51,843.75           | \$ -                   |
| 11/01/42 | \$ 2,500,000.00 | \$ -                   | \$ 46,875.00           | \$ 363,718.75          |
| 05/01/43 | \$ 2,500,000.00 | \$ 275,000.00          | \$ 46,875.00           | \$ -                   |
| 11/01/43 | \$ 2,225,000.00 | \$ -                   | \$ 41,718.75           | \$ 363,593.75          |
| 05/01/44 | \$ 2,225,000.00 | \$ 285,000.00          | \$ 41,718.75           | \$ -                   |
| 11/01/44 | \$ 1,940,000.00 | \$ -                   | \$ 36,375.00           | \$ 363,093.75          |
| 05/01/45 | \$ 1,940,000.00 | \$ 295,000.00          | \$ 36,375.00           | \$ -                   |
| 11/01/45 | \$ 1,645,000.00 | \$ -                   | \$ 30,843.75           | \$ 362,218.75          |
| 05/01/46 | \$ 1,645,000.00 | \$ 305,000.00          | \$ 30,843.75           | \$ -                   |
| 11/01/46 | \$ 1,340,000.00 | \$ -                   | \$ 25,125.00           | \$ 360,968.75          |
| 05/01/47 | \$ 1,340,000.00 | \$ 315,000.00          | \$ 25,125.00           | \$ -                   |
| 11/01/47 | \$ 1,025,000.00 | \$ -                   | \$ 19,218.75           | \$ 359,343.75          |
| 05/01/48 | \$ 1,025,000.00 | \$ 330,000.00          | \$ 19,218.75           | \$ -                   |
| 11/01/48 | \$ 695,000.00   | \$ -                   | \$ 13,031.25           | \$ 362,250.00          |
| 05/01/49 | \$ 695,000.00   | \$ 340,000.00          | \$ 13,031.25           | \$ -                   |
| 11/01/49 | \$ 355,000.00   | \$ -                   | \$ 6,656.25            | \$ 359,687.50          |
| 05/01/50 | \$ 355,000.00   | \$ 355,000.00          | \$ 6,656.25            | \$ 361,656.25          |
|          |                 | <b>\$ 6,045,000.00</b> | <b>\$ 3,464,112.50</b> | <b>\$ 9,759,678.13</b> |

**Sandmine Road**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2021**

| Description                           | Adopted Budget FY2026 | Actuals Thru 2/28/26 | Projected Next 7 Months | Projected Thru 9/30/26 | Proposed Budget FY2027 |
|---------------------------------------|-----------------------|----------------------|-------------------------|------------------------|------------------------|
| <b>Revenues</b>                       |                       |                      |                         |                        |                        |
| Assessments - On Roll                 | \$ 419,274            | \$ 373,523           | \$ 45,751               | \$ 419,274             | \$ 419,274             |
| Interest                              | \$ 9,000              | \$ 4,104             | \$ 5,746                | \$ 9,850               | \$ 9,000               |
| Carry Forward Surplus <sup>(1)</sup>  | \$ 374,062            | \$ 347,965           | \$ -                    | \$ 347,965             | \$ 359,477             |
| <b>Total Revenues</b>                 | <b>\$ 802,337</b>     | <b>\$ 725,593</b>    | <b>\$ 51,497</b>        | <b>\$ 777,090</b>      | <b>\$ 787,751</b>      |
| <b>Expenditures</b>                   |                       |                      |                         |                        |                        |
| Interest - 11/1                       | \$ 124,483            | \$ 124,483           | \$ -                    | \$ 124,483             | \$ 122,528             |
| Principal - 11/1                      | \$ 170,000            | \$ 170,000           | \$ -                    | \$ 170,000             | \$ 170,000             |
| Interest - 5/1                        | \$ 122,528            | \$ -                 | \$ 122,528              | \$ 122,528             | \$ 120,573             |
| <b>Total Expenditures</b>             | <b>\$ 417,010</b>     | <b>\$ 294,483</b>    | <b>\$ 122,528</b>       | <b>\$ 417,010</b>      | <b>\$ 413,100</b>      |
| <b>Other Sources/(Uses)</b>           |                       |                      |                         |                        |                        |
| Transfer In/Out                       | \$ -                  | \$ (603)             | \$ -                    | \$ (603)               | \$ -                   |
| <b>Total Other Sources/(Uses)</b>     | <b>\$ -</b>           | <b>\$ (603)</b>      | <b>\$ -</b>             | <b>\$ (603)</b>        | <b>\$ -</b>            |
| <b>Excess Revenues/(Expenditures)</b> | <b>\$ 385,327</b>     | <b>\$ 430,507</b>    | <b>\$ (71,030)</b>      | <b>\$ 359,477</b>      | <b>\$ 374,651</b>      |

<sup>(1)</sup> Carryforward Surplus is net of Debt Service Reserve Funds

|                  |                      |
|------------------|----------------------|
| Interest - 11/1  | \$ 120,572.50        |
| Principal - 11/1 | \$ 175,000.00        |
| <b>Total</b>     | <b>\$ 295,572.50</b> |

| Product               | Assessable Units | Net Assessment    | Net Per Unit | Gross Per Unit |
|-----------------------|------------------|-------------------|--------------|----------------|
| Townhouse - 25'       | 72               | \$ 52,530         | \$ 729.59    | \$ 784.51      |
| Single Family - 40'   | 105              | \$ 139,332        | \$ 1,326.97  | \$ 1,426.85    |
| Single Family - 50'   | 137              | \$ 227,412        | \$ 1,659.94  | \$ 1,784.88    |
| <b>Total Tax Roll</b> | <b>314</b>       | <b>\$ 419,274</b> |              |                |

**Sandmine Road**  
**Community Development District**  
**Series 2021 Special Assessment Bonds**  
**Amortization Schedule**

| Date     | Balance         | Principal              | Interest               | Total                   |
|----------|-----------------|------------------------|------------------------|-------------------------|
| 11/01/26 | \$ 6,845,000.00 | \$ 170,000.00          | \$ 122,527.50          | \$ 415,055.00           |
| 05/01/27 | \$ 6,675,000.00 | \$ -                   | \$ 120,572.50          |                         |
| 11/01/27 | \$ 6,675,000.00 | \$ 175,000.00          | \$ 120,572.50          | \$ 416,145.00           |
| 05/01/28 | \$ 6,500,000.00 | \$ -                   | \$ 117,947.50          |                         |
| 11/01/28 | \$ 6,500,000.00 | \$ 180,000.00          | \$ 117,947.50          | \$ 415,895.00           |
| 05/01/29 | \$ 6,320,000.00 | \$ -                   | \$ 115,247.50          |                         |
| 11/01/29 | \$ 6,320,000.00 | \$ 185,000.00          | \$ 115,247.50          | \$ 415,495.00           |
| 05/01/30 | \$ 6,135,000.00 | \$ -                   | \$ 112,472.50          |                         |
| 11/01/30 | \$ 6,135,000.00 | \$ 190,000.00          | \$ 112,472.50          | \$ 414,945.00           |
| 05/01/31 | \$ 5,945,000.00 | \$ -                   | \$ 109,622.50          |                         |
| 11/01/31 | \$ 5,945,000.00 | \$ 200,000.00          | \$ 109,622.50          | \$ 419,245.00           |
| 05/01/32 | \$ 5,745,000.00 | \$ -                   | \$ 106,622.50          |                         |
| 11/01/32 | \$ 5,745,000.00 | \$ 205,000.00          | \$ 106,622.50          | \$ 418,245.00           |
| 05/01/33 | \$ 5,540,000.00 | \$ -                   | \$ 103,240.00          |                         |
| 11/01/33 | \$ 5,540,000.00 | \$ 210,000.00          | \$ 103,240.00          | \$ 416,480.00           |
| 05/01/34 | \$ 5,330,000.00 | \$ -                   | \$ 99,775.00           |                         |
| 11/01/34 | \$ 5,330,000.00 | \$ 215,000.00          | \$ 99,775.00           | \$ 414,550.00           |
| 05/01/35 | \$ 5,115,000.00 | \$ -                   | \$ 96,227.50           |                         |
| 11/01/35 | \$ 5,115,000.00 | \$ 225,000.00          | \$ 96,227.50           | \$ 417,455.00           |
| 05/01/36 | \$ 4,890,000.00 | \$ -                   | \$ 92,515.00           |                         |
| 11/01/36 | \$ 4,890,000.00 | \$ 230,000.00          | \$ 92,515.00           | \$ 415,030.00           |
| 05/01/37 | \$ 4,660,000.00 | \$ -                   | \$ 88,720.00           |                         |
| 11/01/37 | \$ 4,660,000.00 | \$ 240,000.00          | \$ 88,720.00           | \$ 417,440.00           |
| 05/01/38 | \$ 4,420,000.00 | \$ -                   | \$ 84,760.00           |                         |
| 11/01/38 | \$ 4,420,000.00 | \$ 245,000.00          | \$ 84,760.00           | \$ 414,520.00           |
| 05/01/39 | \$ 4,175,000.00 | \$ -                   | \$ 80,717.50           |                         |
| 11/01/39 | \$ 4,175,000.00 | \$ 255,000.00          | \$ 80,717.50           | \$ 416,435.00           |
| 05/01/40 | \$ 3,920,000.00 | \$ -                   | \$ 76,510.00           |                         |
| 11/01/40 | \$ 3,920,000.00 | \$ 265,000.00          | \$ 76,510.00           | \$ 418,020.00           |
| 05/01/41 | \$ 3,655,000.00 | \$ -                   | \$ 72,137.50           |                         |
| 11/01/41 | \$ 3,655,000.00 | \$ 275,000.00          | \$ 72,137.50           | \$ 419,275.00           |
| 05/01/42 | \$ 3,380,000.00 | \$ -                   | \$ 67,600.00           |                         |
| 11/01/42 | \$ 3,380,000.00 | \$ 280,000.00          | \$ 67,600.00           | \$ 415,200.00           |
| 05/01/43 | \$ 3,100,000.00 | \$ -                   | \$ 62,000.00           |                         |
| 11/01/43 | \$ 3,100,000.00 | \$ 295,000.00          | \$ 62,000.00           | \$ 419,000.00           |
| 05/01/44 | \$ 2,805,000.00 | \$ -                   | \$ 56,100.00           |                         |
| 11/01/44 | \$ 2,805,000.00 | \$ 305,000.00          | \$ 56,100.00           | \$ 417,200.00           |
| 05/01/45 | \$ 2,500,000.00 | \$ -                   | \$ 50,000.00           |                         |
| 11/01/45 | \$ 2,500,000.00 | \$ 315,000.00          | \$ 50,000.00           | \$ 415,000.00           |
| 05/01/46 | \$ 2,185,000.00 | \$ -                   | \$ 43,700.00           |                         |
| 11/01/46 | \$ 2,185,000.00 | \$ 330,000.00          | \$ 43,700.00           | \$ 417,400.00           |
| 05/01/47 | \$ 1,855,000.00 | \$ -                   | \$ 37,100.00           |                         |
| 11/01/47 | \$ 1,855,000.00 | \$ 345,000.00          | \$ 37,100.00           | \$ 419,200.00           |
| 05/01/48 | \$ 1,510,000.00 | \$ -                   | \$ 30,200.00           |                         |
| 11/01/48 | \$ 1,510,000.00 | \$ 355,000.00          | \$ 30,200.00           | \$ 415,400.00           |
| 05/01/49 | \$ 1,155,000.00 | \$ -                   | \$ 23,100.00           |                         |
| 11/01/49 | \$ 1,155,000.00 | \$ 370,000.00          | \$ 23,100.00           | \$ 416,200.00           |
| 05/01/50 | \$ 785,000.00   | \$ -                   | \$ 15,700.00           |                         |
| 11/01/50 | \$ 785,000.00   | \$ 385,000.00          | \$ 15,700.00           | \$ 416,400.00           |
| 05/01/51 | \$ 400,000.00   | \$ -                   | \$ 8,000.00            |                         |
| 11/01/51 | \$ 400,000.00   | \$ 400,000.00          | \$ 8,000.00            | \$ 416,000.00           |
|          |                 | <b>\$ 7,015,000.00</b> | <b>\$ 4,235,195.00</b> | <b>\$ 11,250,195.00</b> |

**Sandmine Road**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2022**

| Description                           | Proposed Budget FY2026 | Actuals Thru 2/28/26 | Projected Next 7 Months | Projected Thru 9/30/26 | Proposed Budget FY2027 |
|---------------------------------------|------------------------|----------------------|-------------------------|------------------------|------------------------|
| <b>Revenues</b>                       |                        |                      |                         |                        |                        |
| Assessments - Direct                  | \$ 191,938             | \$ 170,993           | \$ 20,944               | \$ 191,938             | \$ 191,938             |
| Interest                              | \$ 1,500               | \$ 1,729             | \$ 2,421                | \$ 4,151               | \$ 1,500               |
| Carry Forward Surplus <sup>(1)</sup>  | \$ 135,257             | \$ 137,649           | \$ -                    | \$ 137,649             | \$ 144,136             |
| <b>Total Revenues</b>                 | <b>\$ 328,695</b>      | <b>\$ 310,372</b>    | <b>\$ 23,365</b>        | <b>\$ 333,737</b>      | <b>\$ 337,574</b>      |
| <b>Expenditures</b>                   |                        |                      |                         |                        |                        |
| Interest - 11/1                       | \$ 74,663              | \$ 74,663            | \$ -                    | \$ 74,663              | \$ 73,663              |
| Principal - 11/1                      | \$ 40,000              | \$ 40,000            | \$ -                    | \$ 40,000              | \$ 40,000              |
| Interest - 5/1                        | \$ 74,663              | \$ -                 | \$ 74,663               | \$ 74,663              | \$ 72,663              |
| <b>Total Expenditures</b>             | <b>\$ 189,325</b>      | <b>\$ 114,663</b>    | <b>\$ 74,663</b>        | <b>\$ 189,325</b>      | <b>\$ 186,325</b>      |
| <b>Other Sources/(Uses)</b>           |                        |                      |                         |                        |                        |
| Transfer In/Out                       | \$ -                   | \$ (276)             | \$ -                    | \$ (276)               | \$ -                   |
| <b>Total Other Sources/(Uses)</b>     | <b>\$ -</b>            | <b>\$ (276)</b>      | <b>\$ -</b>             | <b>\$ (276)</b>        | <b>\$ -</b>            |
| <b>Excess Revenues/(Expenditures)</b> | <b>\$ 139,370</b>      | <b>\$ 195,433</b>    | <b>\$ (51,297)</b>      | <b>\$ 144,136</b>      | <b>\$ 151,249</b>      |

<sup>(1)</sup> Carryforward Surplus is net of Debt Service Reserve Funds

|                  |                      |
|------------------|----------------------|
| Interest - 11/1  | \$ 72,662.50         |
| Principal - 11/1 | \$ 45,000.00         |
| <b>Total</b>     | <b>\$ 117,662.50</b> |

| Product               | Assessable Units | Net Assessment    | Net Per Unit | Gross Per Unit |
|-----------------------|------------------|-------------------|--------------|----------------|
| Townhouse - 25'       | 78               | \$ 56,895         | \$ 729.43    | \$ 784.33      |
| Single Family - 40'   | 48               | \$ 63,681         | \$ 1,326.68  | \$ 1,426.54    |
| Single Family - 50'   | 43               | \$ 71,362         | \$ 1,659.57  | \$ 1,784.49    |
| <b>Total Tax Roll</b> | <b>169</b>       | <b>\$ 191,938</b> |              |                |

**Sandmine Road**  
**Community Development District**  
**Series 2022 Special Assessment Bonds Area Three**  
**Amortization Schedule**

| Date     | Balance         | Principal              | Interest               | Total                  |
|----------|-----------------|------------------------|------------------------|------------------------|
| 11/01/26 | \$ 2,525,000.00 | \$ 40,000.00           | \$ 73,662.50           | \$ 187,325.00          |
| 05/01/27 | \$ 2,485,000.00 | \$ -                   | \$ 72,662.50           |                        |
| 11/01/27 | \$ 2,485,000.00 | \$ 45,000.00           | \$ 72,662.50           | \$ 190,325.00          |
| 05/01/28 | \$ 2,440,000.00 | \$ -                   | \$ 71,537.50           |                        |
| 11/01/28 | \$ 2,440,000.00 | \$ 45,000.00           | \$ 71,537.50           | \$ 188,075.00          |
| 05/01/29 | \$ 2,395,000.00 | \$ -                   | \$ 70,412.50           |                        |
| 11/01/29 | \$ 2,395,000.00 | \$ 50,000.00           | \$ 70,412.50           | \$ 190,825.00          |
| 05/01/30 | \$ 2,345,000.00 | \$ -                   | \$ 69,162.50           |                        |
| 11/01/30 | \$ 2,345,000.00 | \$ 50,000.00           | \$ 69,162.50           | \$ 188,325.00          |
| 05/01/31 | \$ 2,295,000.00 | \$ -                   | \$ 67,725.00           |                        |
| 11/01/31 | \$ 2,295,000.00 | \$ 55,000.00           | \$ 67,725.00           | \$ 190,450.00          |
| 05/01/32 | \$ 2,240,000.00 | \$ -                   | \$ 66,143.75           |                        |
| 11/01/32 | \$ 2,240,000.00 | \$ 55,000.00           | \$ 66,143.75           | \$ 187,287.50          |
| 05/01/33 | \$ 2,185,000.00 | \$ -                   | \$ 64,562.50           |                        |
| 11/01/33 | \$ 2,185,000.00 | \$ 60,000.00           | \$ 64,562.50           | \$ 189,125.00          |
| 05/01/34 | \$ 2,125,000.00 | \$ -                   | \$ 62,837.50           |                        |
| 11/01/34 | \$ 2,125,000.00 | \$ 65,000.00           | \$ 62,837.50           | \$ 190,675.00          |
| 05/01/35 | \$ 2,060,000.00 | \$ -                   | \$ 60,968.75           |                        |
| 11/01/35 | \$ 2,060,000.00 | \$ 70,000.00           | \$ 60,968.75           | \$ 191,937.50          |
| 05/01/36 | \$ 1,990,000.00 | \$ -                   | \$ 58,956.25           |                        |
| 11/01/36 | \$ 1,990,000.00 | \$ 70,000.00           | \$ 58,956.25           | \$ 187,912.50          |
| 05/01/37 | \$ 1,920,000.00 | \$ -                   | \$ 56,943.75           |                        |
| 11/01/37 | \$ 1,920,000.00 | \$ 75,000.00           | \$ 56,943.75           | \$ 188,887.50          |
| 05/01/38 | \$ 1,845,000.00 | \$ -                   | \$ 54,787.50           |                        |
| 11/01/38 | \$ 1,845,000.00 | \$ 80,000.00           | \$ 54,787.50           | \$ 189,575.00          |
| 05/01/39 | \$ 1,765,000.00 | \$ -                   | \$ 52,487.50           |                        |
| 11/01/39 | \$ 1,765,000.00 | \$ 85,000.00           | \$ 52,487.50           | \$ 189,975.00          |
| 05/01/40 | \$ 1,680,000.00 | \$ -                   | \$ 50,043.75           |                        |
| 11/01/40 | \$ 1,680,000.00 | \$ 90,000.00           | \$ 50,043.75           | \$ 190,087.50          |
| 05/01/41 | \$ 1,590,000.00 | \$ -                   | \$ 47,456.25           |                        |
| 11/01/41 | \$ 1,590,000.00 | \$ 95,000.00           | \$ 47,456.25           | \$ 189,912.50          |
| 05/01/42 | \$ 1,395,000.00 | \$ -                   | \$ 44,725.00           |                        |
| 11/01/42 | \$ 1,395,000.00 | \$ 100,000.00          | \$ 44,725.00           | \$ 189,450.00          |
| 05/01/43 | \$ 1,395,000.00 | \$ -                   | \$ 41,850.00           |                        |
| 11/01/43 | \$ 1,395,000.00 | \$ 105,000.00          | \$ 41,850.00           | \$ 188,700.00          |
| 05/01/44 | \$ 1,290,000.00 | \$ -                   | \$ 38,700.00           |                        |
| 11/01/44 | \$ 1,290,000.00 | \$ 110,000.00          | \$ 38,700.00           | \$ 187,400.00          |
| 05/01/45 | \$ 1,180,000.00 | \$ -                   | \$ 35,400.00           |                        |
| 11/01/45 | \$ 1,180,000.00 | \$ 120,000.00          | \$ 35,400.00           | \$ 190,800.00          |
| 05/01/46 | \$ 1,060,000.00 | \$ -                   | \$ 31,800.00           |                        |
| 11/01/46 | \$ 1,060,000.00 | \$ 125,000.00          | \$ 31,800.00           | \$ 188,600.00          |
| 05/01/47 | \$ 935,000.00   | \$ -                   | \$ 28,050.00           |                        |
| 11/01/47 | \$ 935,000.00   | \$ 135,000.00          | \$ 28,050.00           | \$ 191,100.00          |
| 05/01/48 | \$ 800,000.00   | \$ -                   | \$ 24,000.00           |                        |
| 11/01/48 | \$ 800,000.00   | \$ 140,000.00          | \$ 24,000.00           | \$ 188,000.00          |
| 05/01/49 | \$ 660,000.00   | \$ -                   | \$ 19,800.00           |                        |
| 11/01/49 | \$ 660,000.00   | \$ 150,000.00          | \$ 19,800.00           | \$ 189,600.00          |
| 05/01/50 | \$ 510,000.00   | \$ -                   | \$ 15,300.00           |                        |
| 11/01/50 | \$ 510,000.00   | \$ 160,000.00          | \$ 15,300.00           | \$ 190,600.00          |
| 05/01/51 | \$ 350,000.00   | \$ -                   | \$ 10,500.00           |                        |
| 11/01/51 | \$ 350,000.00   | \$ 170,000.00          | \$ 10,500.00           | \$ 191,000.00          |
| 05/01/52 | \$ 180,000.00   | \$ -                   | \$ 5,400.00            |                        |
| 11/01/52 | \$ 180,000.00   | \$ 180,000.00          | \$ 5,400.00            | \$ 190,800.00          |
|          |                 | <b>\$ 2,565,000.00</b> | <b>\$ 2,666,412.50</b> | <b>\$ 5,306,075.00</b> |

# SECTION VIII

# SECTION A



An Equal  
Opportunity  
Employer

# Southwest Florida Water Management District



2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

#### **Bartow Office**

170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

#### **Sarasota Office**

78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

#### **Tampa Office**

7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

May 24, 2023

Sandmine Road Community Development District

Attn: Chris Wrenn  
4901 Vineland Rd., Ste. 460  
Orlando, FL 32811

Subject:           **Transfer to Operation Phase**  
Project Name:       Holly Hill  
Permit No.:         43030517.005  
Compliance No.:   413053  
County:             Polk  
Sec/Twp/Rge:       S13/T25S/R26E

Dear Mr. Wrenn:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with state law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at <http://watermatters.org/wmiserp>.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, <http://www.watermatters.org/permits/erp>, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) –Request To Transfer Permit available on the District's website, <http://www.watermatters.org/permits/erp>.

If you have questions, please contact Indira Korrapati, E.I. at the Bartow Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc:                 Broc Althafer, P.E., Osceola Engineering, Inc.





An Equal  
Opportunity  
Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-0899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

#### **Bartow Office**

170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

#### **Sarasota Office**

78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

#### **Tampa Office**

7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

May 24, 2023

Sandmine Road Community Development District  
Attn: Chris Wrenn  
4901 Vineland Rd., Ste. 460  
Orlando, FL 32811

**Subject: Transfer to Operation Phase**

Project Name: Sandmine Road Phase 3 and Modified Phase 2B  
Permit No.: 43030517.007  
Compliance No.: 425598  
County: Polk  
Sec/Twp/Rge: S13/T25S/R26E

Dear Mr. Wrenn:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with state law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at <http://watermatters.org/wmiserp>.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) –Request To Transfer Permit available on the District's website, <http://www.watermatters.org/permits/erp>.

If you have questions, please contact Indira Korrapati, E.I. at the Bartow Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Broc Althafer, P.E., Osceola Engineering, Inc.

# SECTION B



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

September 8, 2025

Board of Supervisors  
Sandmine Road Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Sandmine Road Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Sandmine Road Community Development District as of and for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.**

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,600 for the September 30, 2025 audit. The fees for the fiscal years 2026, 2027, 2028 and 2029 will not exceed \$4,700, \$4,800, \$4,900 and \$5,000, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Sandmine Road Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Sandmine Road Community Development District.

DocuSigned by:  
  
B61B5DF431644AD...

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

Title: District Manager

Date: 2025-09-15



Florida Institute of Certified Public Accountants

**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
**951 Yamato Rd Ste 280**  
**Boca Raton, FL 33431-1809**

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

# SECTION C



**POLK COUNTY**  
Property Appraiser  
Neil Combee

Revised 12/2025  
ADA Compliant

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**2026 Data Sharing and Usage Agreement**

This Data Sharing and Usage Agreement, hereinafter referred to as "**Agreement**," establishes the terms and conditions under which the Sandmine Road Community Development District hereinafter referred to as "**agency**," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

***For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.***

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "**confidential data**," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as "local government" by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2026**, and shall run until **December 31, 2026**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

---

**POLK COUNTY PROPERTY APPRAISER**

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 1, 2026

Agency: Sandmine Road Community Development Dist

Signature: [Handwritten Signature]

Print: George S. Flint

Title: Secretary/District Manager

Date: 12/19/2025

**Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).**

# SECTION D

# CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Sandmine Road Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Sandmine Road Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED By:

\_\_\_\_\_  
Special District Representative

\_\_\_\_\_  
Print name


\_\_\_\_\_  
Title

Neil Combee

Polk County Property Appraiser

By:

\_\_\_\_\_  
Neil Combee, Property Appraiser

  
George S. Fliet  
1/14/26

# SECTION E



Landscape  
Architecture  
& Site  
Planning

January 9, 2026

Broc Althafer, P.E.  
Osceola Engineering, LLC  
1003 Florida Avenue  
Saint Cloud, FL 34769  
407-891-0452  
balthafer@osc-eng.com

Re: Windsor Island Resort, Polk County, FL  
Phases 2 & 3 CDD Irrigation Letter  
FCA Project No. 26105

Dear Broc:

Thank you for allowing us this opportunity to propose additional landscape architectural design services for your ongoing project.

Per your request, please accept our fees below for the Irrigation Calculations for Windsor Island Phases 2 and 3 for the CDD Separation allocation from the Homeowner's Association (HOA).

**FEES**

In consideration for services performed, Osceola-Engineering, LLC agrees to pay Foster Conant & Associates the following fees:

CDD Separation allocation from the HOA **\$600**

**HOURLY RATES**

In the event that the scope of service is expanded, or additions or revisions authorized by the Client are required, compensation for these services shall be handled on a negotiated basis or an hourly rate as follows:

|                     |       |
|---------------------|-------|
| President           | \$200 |
| Principal           | 175   |
| Associate Principal | 160   |
| Senior Associate    | 95    |
| Associate           | 85    |

**GENERAL**

**Direct Expenses** - All direct expenses related to the production, reproduction, and presentation of drawings, including printing, CAD plotting, photocopying, express services, travel and overnight accommodations shall be reimbursable expenses.

**Documents** - All original documents shall be retained by the Consultant and shall remain their property. This information is proprietary and shall not be shared with others without prior written consent. The Owner shall be provided with reproducible copies of all original documents at their expense. The Consultant reserves the right to withhold documents for unpaid services that exceed 30 days.

**Invoicing** - Invoices shall be submitted monthly as work progresses and shall be due and payable within 30 days. An annual service charge of 18% accrued monthly shall be added to all unpaid balances outstanding after thirty days.

**Place of Venue** - This contract is deemed to have been made in Orlando, Florida and all sums payable shall be made to Foster Conant & Associates, 100 West Lucerne Circle, Suite 401, Orlando,

*Principals*  
Matthew J. Allen  
Richard R. Conant

*Associate Principal*  
David R. Seaberg



100 West Lucerne Circle  
Suite 401  
Orlando, FL 32801-3718

Phone: 407.648.2225  
www.fosterconant.com  
LA 6667359

Florida 32801. Venue of any action to enforce or interpret this agreement shall lie in Orange County, Florida. Owner agrees to pay Foster Conant & Associates its reasonable attorney fees and court costs for services provided to it relating to the enforcement or interpretation of this agreement.

**Fee Guarantee** - All rates and fees quoted shall be effective for a period of six (6) months, after which time they may be renegotiated with the Owner if proposal not accepted during this time period.

**Termination** - This Agreement may be terminated by either party with fifteen (15) days written notice. In the event of termination, the Consultant shall be compensated to the date of termination, including direct expenses then due.

We look forward to working with you on this project.


Sincerely,



Matthew J. Allen, RLA | ASLA  
President

**In signing this proposal, it is agreed that the project is fully funded and the fees for design services are committed for timely payment. Our design services are performed during project development, prior to construction activities. Payment for these soft cost fees are not contingent on the Owner securing a construction loan.**

This proposal, when signed and returned, is our authority to proceed with plans as outlined heretofore.

Accepted by:   
Print Name: George S. Flint  
Title: District Manager  
Company: Sandwich Road EDD  
Date: 1/12/26

# SECTION IX

**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt Rules of Procedure on \_\_\_\_\_, 2026, at \_\_\_\_\_ a/p.m. at the \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 16th day of April 2026.

ATTEST:

**SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE  
SANDMINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT  
RULE NO. \_\_\_\_\_**

**EFFECTIVE AS OF \_\_\_\_\_, 2026**

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**Rule 1.0      General.**

- (1) The Sandmine Road Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
  
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments

## Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (d) Support economical and efficient operations; and
  - (e) Ensure reliability of financial records and reports; and
  - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
  
- (2) Requirements of a Rule. All District rules as drafted shall:
  - (a) Contain only one subject;
  - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
  - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
  - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
  
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
  
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
  - (i) the subject area to be addressed by rule development;
  - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
  - (iii) The grant of rulemaking authority for the proposed rule;
  - (iv) The law being implemented;
  - (v) The proposed rule number; and
  - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) The proposed rule number;
  - (iii) A summary of the proposed rule or amendment;
  - (v) The grant of rulemaking authority for the proposed rule;
  - (vi) The law being implemented or interpreted;
  - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
  - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
  - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
  - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
  - (x) The date, time, and location of the public hearing on the proposed rule;
  - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
  - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
  - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
    - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
    - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
  - (b) Substantive Changes.
    - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
  - (i) The place, date, and time of the workshop;
  - (ii) The subject area that will be addressed; and
  - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
  - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
  - (i) The full text of the rule(s); and
  - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
  - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
- (i) The full text of the emergency rule and a summary thereof;
  - (ii) The rule number; and
  - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
  - (b) Any material incorporated by reference in the rule;
  - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
  - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
  - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
  - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
    - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
    - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
  - (i) Is a valid exercise of delegated legislative authority;
  - (ii) Has current statutory authority;
  - (iii) Reiterates or paraphrases statutory material;
  - (iv) Is in proper form;

- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
  - (vi) Requires a technical or substantive update to reflect current use; and
  - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “**Rule Review Resolution**”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
    1. A copy of the reviewed rule;
    2. A written statement of its intended action; and
    3. Its assessment of factors specified in Section 16(c) of this Rule.
  - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
    1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
    2. A written statement of its intended action;
    3. Its assessment of the factors specified in Section 16(c) of this Rule; and
    4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
  - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;
  2. The recommended change or changes coded by underlining new text and striking through deleted text;
  3. A written statement of its intended action; and
  4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
  2. Its assessment of factors specified in subsection 16(c) of this Rule.
- (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
  - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required 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.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1)    Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
  
- (2)    Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
  
- (3)    Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.**

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11     Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)     Filing.

- (a)     With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
  
- (b)     Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
  
- (c)     If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 120.69(2)(a), 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

# SECTION X

# SECTION C

# SECTION 1

# Sandmine Road Community Development District

## Summary of Check Register

August 1, 2025 to November 30, 2025

| Fund                | Date     | Check No.'s | Amount               |
|---------------------|----------|-------------|----------------------|
| General Fund        |          |             |                      |
|                     | 8/8/25   | 401-403     | \$ 40,871.40         |
|                     | 8/15/25  | 404-408     | \$ 25,088.74         |
|                     | 8/25/25  | 409-411     | \$ 1,929.25          |
|                     | 9/5/25   | 412-414     | \$ 2,389.94          |
|                     | 9/19/25  | 415-416     | \$ 13,059.18         |
|                     | 10/3/25  | 417-419     | \$ 31,067.04         |
|                     | 10/10/25 | 420-424     | \$ 28,001.48         |
|                     | 10/14/25 | 425-427     | \$ 189.07            |
|                     | 10/27/25 | 428-432     | \$ 21,507.19         |
|                     | 10/31/25 | 433         | \$ 1,961.00          |
|                     | 11/13/25 | 434-437     | \$ 15,124.99         |
|                     | 11/21/25 | 438         | \$ 900.94            |
|                     | 11/24/25 | 439-442     | \$ 3,123.69          |
| <b>Total Amount</b> |          |             | <b>\$ 185,213.91</b> |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE  | EXPENSED TO YRMO | DPT | ACCT# | SUB   | SUBCLASS | VENDOR NAME                         | STATUS | AMOUNT    | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|-------------------------------------|--------|-----------|--------------|---------|
| 8/08/25    | 00023 | 6/30/25      | 00071964 | 202506           | 310 | 51300 | 48000 |          | REQ FOR PROPOSALS ANNUAL            | *      | 289.40    |              |         |
|            |       |              |          |                  |     |       |       |          | GANNETT MEDIA CORP DBA GANNETT      |        |           | 289.40       | 000401  |
| 8/08/25    | 00017 | 8/04/25      | 08042025 | 202508           | 300 | 20700 | 10200 |          | TXFER OF TAX RCPTS-S21              | *      | 17,254.84 |              |         |
|            |       | 8/04/25      | 08042025 | 202508           | 300 | 20700 | 10200 |          | TXFER OF TAX RCPTS-S22              | *      | 7,899.01  |              |         |
|            |       | 8/04/25      | 08042025 | 202508           | 300 | 20700 | 10200 |          | TXFER OF TAX RCPTS-S20              | *      | 14,968.50 |              |         |
|            |       |              |          |                  |     |       |       |          | SANDMINE ROAD CDD C/O US BANK       |        |           | 40,122.35    | 000402  |
| 8/08/25    | 00021 | 7/31/25      | 133      | 202506           | 320 | 53800 | 43200 |          | WATER & SEWER JUN25                 | *      | 459.65    |              |         |
|            |       |              |          |                  |     |       |       |          | WINDSOR ISLAND RESORT               |        |           | 459.65       | 000403  |
| 8/15/25    | 00007 | 7/08/25      | 41955    | 202507           | 320 | 53800 | 46202 |          | INSTALL SEASONAL COLOR              | *      | 1,294.50  |              |         |
|            |       | 8/01/25      | 43862    | 202508           | 320 | 53800 | 46200 |          | LANDSCAPE MAINT AUG25               | *      | 6,900.00  |              |         |
|            |       |              |          |                  |     |       |       |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |           | 8,194.50     | 000404  |
| 8/15/25    | 00001 | 8/01/25      | 122      | 202508           | 320 | 53800 | 34000 |          | FIELD MANAGEMENT AUG25              | *      | 1,312.50  |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 34000 |          | MANAGEMENT FEES AUG25               | *      | 3,750.00  |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 35200 |          | WEBSITE ADMIN AUG25                 | *      | 58.08     |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 35100 |          | INFORMATION TECH AUG25              | *      | 116.00    |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 31300 |          | DISSEM AGENT SVC AUG25              | *      | 918.75    |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 51000 |          | OFFICE SUPPLIES AUG25               | *      | .24       |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 42000 |          | POSTAGE AUG25                       | *      | 28.82     |              |         |
|            |       | 8/01/25      | 123      | 202508           | 310 | 51300 | 42500 |          | COPIES AUG25                        | *      | 44.85     |              |         |
|            |       |              |          |                  |     |       |       |          | GOVERNMENTAL MANAGEMENT SERVICES-CF |        |           | 6,229.24     | 000405  |
| 8/15/25    | 00025 | 8/01/25      | 28460    | 202508           | 320 | 53800 | 46300 |          | FOUNTAIN MAINT AUG25                | *      | 500.00    |              |         |
|            |       |              |          |                  |     |       |       |          | MCDONNELL CORPORATION DBA RESORT    |        |           | 500.00       | 000406  |
| 8/15/25    | 00032 | 8/08/25      | 08082025 | 202508           | 300 | 58100 | 10000 |          | FY2025 CAP RES TRANSFER             | *      | 8,815.00  |              |         |
|            |       |              |          |                  |     |       |       |          | SANDMINE ROAD CDD/ BANK UNITED      |        |           | 8,815.00     | 000407  |

SAND SANDMINE ROAD IARAUJO

| CHECK DATE | VEND# | INVOICE DATE | INVOICE  | EXPENSED TO YRMO | DPT | ACCT# | SUB   | SUBCLASS | VENDOR NAME  | STATUS | AMOUNT   | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|--|--------|----------|--------------|---------|
| 8/15/25    | 00020 | 8/04/25      | 4719     | 202508           | 320 | 53800 | 46200 |          | LANDSCAPE MAINT AUG25<br>TOOLE'S TRACTOR SERVICES &          | *      | 1,350.00 | 1,350.00     | 000408  |
| 8/25/25    | 00007 | 8/13/25      | 44645    | 202508           | 320 | 53800 | 46201 |          | IRR. INSPECTION REPAIRS<br>EXCLUSIVE LANDSCAPING GROUP, INC. | *      | 564.25   | 564.25       | 000409  |
| 8/25/25    | 00018 | 8/18/25      | 3611391  | 202506           | 310 | 51300 | 31500 |          | GENERAL COUNSEL JUN25<br>KUTAK ROCK LLP                      | *      | 165.00   | 165.00       | 000410  |
| 8/25/25    | 00009 | 8/18/25      | 12801    | 202506           | 310 | 51300 | 31100 |          | SITE VISIT/ENGINEERS RPRT<br>OSCEOLA ENGINEERING INC         | *      | 1,200.00 | 1,200.00     | 000411  |
| 9/05/25    | 00023 | 7/31/25      | 00072485 | 202507           | 310 | 51300 | 48000 |          | NOT OF HEARING FOR FY26<br>GANNETT MEDIA CORP DBA GANNETT    | *      | 1,079.94 | 1,079.94     | 000412  |
| 9/05/25    | 00018 | 8/29/25      | 3613444  | 202507           | 310 | 51300 | 31500 |          | GENERAL COUNSEL JUL25<br>KUTAK ROCK LLP                      | *      | 810.00   | 810.00       | 000413  |
| 9/05/25    | 00025 | 9/01/25      | 28866    | 202509           | 320 | 53800 | 46300 |          | FOUNTAIN MAINT SEPT25<br>MCDONNELL CORPORATION DBA RESORT    | *      | 500.00   | 500.00       | 000414  |
| 9/19/25    | 00007 | 9/01/25      | 46655    | 202509           | 320 | 53800 | 46200 |          | LANDSCAPE MAINT SEPT25<br>EXCLUSIVE LANDSCAPING GROUP, INC.  | *      | 6,900.00 | 6,900.00     | 000415  |
| 9/19/25    | 00001 | 9/01/25      | 126      | 202509           | 320 | 53800 | 34000 |          | FIELD MANAGEMENT SEPT25                                      | *      | 1,312.50 |              |         |
|            |       | 9/01/25      | 127      | 202509           | 310 | 51300 | 34000 |          | MANAGEMENT FEES SEPT25                                       | *      | 3,750.00 |              |         |
|            |       | 9/01/25      | 127      | 202509           | 310 | 51300 | 35200 |          | WEBSITE ADMIN SEPT25   | *      | 58.08    |              |         |
|            |       | 9/01/25      | 127      | 202509           | 310 | 51300 | 35100 |          | INFORMATION TECH SEPT25                                      | *      | 116.00   |              |         |
|            |       | 9/01/25      | 127      | 202509           | 310 | 51300 | 31300 |          | DISSEM AGENT SVCS SEPT25                                     | *      | 918.75   |              |         |
|            |       | 9/01/25      | 127      | 202509           | 310 | 51300 | 51000 |          | OFFICE SUPPLIES SEPT25                                       | *      | .15      |              |         |
|            |       | 9/01/25      | 127      | 202509           | 310 | 51300 | 42000 |          | POSTAGE SEPT25   | *      | 3.70     |              |         |
|            |       |              |          |                  |     |       |       |          | GOVERNMENTAL MANAGEMENT SERVICES-CF                          |        |          | 6,159.18     | 000416  |

SAND SANDMINE ROAD IARAUJO

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME               | STATUS | AMOUNT    | ....CHECK.....<br>AMOUNT #                          |
|---------------|-------|-----------------------------------|--|---------------------------|--------|-----------|---|
| 10/03/25      | 00007 | 9/18/25 47543                     | 202509 320-53800-46202                           | MULCH ENHANCEMENT         | *      | 14,275.00 |   |
|               |       | 9/18/25 47544                     | 202509 320-53800-46201                           | MONTLHY INSPECTION RPRS   | *      | 440.25    |   |
|               |       |                                   |  |                           |        |           | EXCLUSIVE LANDSCAPING GROUP, INC. 14,715.25 000417  |
| 10/03/25      | 00002 | 9/19/25 29758                     | 202510 320-53800-45000                           | FY26 PROPERTY INSURANCE   | *      | 9,628.00  |   |
|               |       | 9/19/25 29758                     | 202510 310-51300-45000                           | FY26 INSURANCE POLICY     | *      | 6,561.00  |   |
|               |       |                                   |  |                           |        |           | EGIS INSURANCE ADVISORS LLC 16,189.00 000418        |
| 10/03/25      | 00021 | 9/26/25 134                       | 202507 320-53800-43200                           | WATER & SEWER JUL25       | *      | 162.79    |   |
|               |       |                                   |  |                           |        |           | WINDSOR ISLAND RESORT 162.79 000419                 |
| 10/10/25      | 00004 | 10/01/25 93482                    | 202510 310-51300-54000                           | SPECIAL DISTRICT FEE FY26 | *      | 175.00    |   |
|               |       |                                   |  |                           |        |           | DEPARTMENT OF ECONOMIC OPPORTUNITY 175.00 000420    |
| 10/10/25      | 00007 | 9/30/25 48424                     | 202509 320-53800-46202                           | TREE/PALM TRIMMING        | *      | 10,653.85 |   |
|               |       | 10/01/25 48675                    | 202510 320-53800-46200                           | LANDSCAPE MAINT OCT25     | *      | 6,900.00  |   |
|               |       |                                   |  |                           |        |           | EXCLUSIVE LANDSCAPING GROUP, INC. 17,553.85 000421  |
| 10/10/25      | 00001 | 9/15/25 128                       | 202510 310-51300-31700                           | ASSESS ROLL CERT FY26     | *      | 5,732.00  |   |
|               |       |                                   |  |                           |        |           | GOVERNMENTAL MANAGEMENT SERVICES-CF 5,732.00 000422 |
| 10/10/25      | 00025 | 10/01/25 29225                    | 202510 320-53800-46300                           | FOUNTAIN MAINT OCT25      | *      | 500.00    |   |
|               |       |                                   |  |                           |        |           | MCDONNELL CORPORATION DBA RESORT 500.00 000423      |
| 10/10/25      | 00016 | 9/25/25 7906891                   | 202510 310-51300-32300                           | TRUSTEE FEES S2020 AA1    | *      | 4,040.63  |   |
|               |       |                                   |  |                           |        |           | U.S. BANK 4,040.63 000424                           |
| 10/14/25      | 00017 | 10/13/25 10132025                 | 202510 300-20700-10200                           | TXFER OF TAX RCPTS-S20    | *      | 70.54     |   |
|               |       |                                   |  |                           |        |           | SANDMINE ROAD CDD C/O US BANK 70.54 000425          |
| 10/14/25      | 00017 | 10/13/25 10132025                 | 202510 300-20700-10200                           | TXFER OF TAX RCPTS-S21    | *      | 81.31     |   |
|               |       |                                   |  |                           |        |           | SANDMINE ROAD CDD C/O US BANK 81.31 000426          |

SAND SANDMINE ROAD IARAUJO

| CHECK DATE | VEND# | INVOICE DATE | INVOICE  | EXPENSED TO YRMO | DPT | ACCT# | SUB   | SUBCLASS | VENDOR NAME                         | STATUS | AMOUNT    | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|-------------------------------------|--------|-----------|--------------|---------|
| 10/14/25   | 00017 | 10/13/25     | 10132025 | 202510           | 300 | 20700 | 10200 |          | TXFER OF TAX RCPTS-S22              | *      | 37.22     |              |         |
|            |       |              |          |                  |     |       |       |          | SANDMINE ROAD CDD C/O US BANK       |        |           | 37.22        | 000427  |
| 10/27/25   | 00007 | 10/21/25     | 49745    | 202510           | 320 | 53800 | 46201 |          | IRRI RPRS FROM INSPECTION           | *      | 325.25    |              |         |
|            |       |              |          |                  |     |       |       |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |           | 325.25       | 000428  |
| 10/27/25   | 00023 | 9/30/25      | 00073509 | 202509           | 310 | 51300 | 48000 |          | NOT OF MTG DATES FY26               | *      | 91.01     |              |         |
|            |       |              |          |                  |     |       |       |          | GANNETT MEDIA CORP DBA GANNETT      |        |           | 91.01        | 000429  |
| 10/27/25   | 00001 | 10/01/25     | 129      | 202510           | 310 | 51300 | 34000 |          | MANAGEMENT FEES OCT25               | *      | 3,862.50  |              |         |
|            |       | 10/01/25     | 129      | 202510           | 310 | 51300 | 35200 |          | WEBSITE ADMIN OCT25                 | *      | 59.83     |              |         |
|            |       | 10/01/25     | 129      | 202510           | 310 | 51300 | 35100 |          | INFORMATION TECH OCT25              | *      | 119.50    |              |         |
|            |       | 10/01/25     | 129      | 202510           | 310 | 51300 | 31300 |          | DISSEM AGENT SVCS OCT25             | *      | 946.33    |              |         |
|            |       | 10/01/25     | 129      | 202510           | 310 | 51300 | 51000 |          | OFFICE SUPPLIES OCT25               | *      | .24       |              |         |
|            |       | 10/01/25     | 129      | 202510           | 310 | 51300 | 42000 |          | POSTAGE OCT25                       | *      | 39.15     |              |         |
|            |       | 10/01/25     | 130      | 202510           | 320 | 53800 | 34000 |          | FIELD MANAGEMENT OCT25              | *      | 1,378.17  |              |         |
|            |       |              |          |                  |     |       |       |          | GOVERNMENTAL MANAGEMENT SERVICES-CF |        |           | 6,405.72     | 000430  |
| 10/27/25   | 00018 | 10/10/25     | 3639695  | 202508           | 310 | 51300 | 31500 |          | GENERAL COUNSEL AUG25               | *      | 240.00    |              |         |
|            |       |              |          |                  |     |       |       |          | KUTAK ROCK LLP                      |        |           | 240.00       | 000431  |
| 10/27/25   | 00015 | 10/13/25     | 4652319  | 202510           | 300 | 15500 | 10000 |          | 1% ADMIN FEE- DEBT                  | *      | 10,483.13 |              |         |
|            |       | 10/13/25     | 4652320  | 202510           | 300 | 15500 | 10000 |          | 1% ADMIN FEE- MAINT                 | *      | 3,962.08  |              |         |
|            |       |              |          |                  |     |       |       |          | POLK COUNTY PROPERTY APPRAISER      |        |           | 14,445.21    | 000432  |
| 10/31/25   | 00018 | 10/29/25     | 3643166  | 202509           | 310 | 51300 | 31500 |          | GENERAL COUNSEL SEPT25              | *      | 1,961.00  |              |         |
|            |       |              |          |                  |     |       |       |          | KUTAK ROCK LLP                      |        |           | 1,961.00     | 000433  |
| 11/13/25   | 00007 | 11/01/25     | 50797    | 202511           | 320 | 53800 | 46200 |          | LANDSCAPE MAINT NOV25               | *      | 6,900.00  |              |         |
|            |       |              |          |                  |     |       |       |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |           | 6,900.00     | 000434  |

SAND SANDMINE ROAD IARAUJO

| CHECK DATE                          | VEND# | INVOICE DATE | INVOICE  | EXPENSED TO YRMO | DPT   | ACCT# | SUB   | SUBCLASS               | VENDOR NAME             | STATUS   | AMOUNT     | CHECK AMOUNT | CHECK # |
|-------------------------------------|-------|--------------|----------|------------------|-------|-------|-------|------------------------|-------------------------|----------|------------|--------------|---------|
| 11/13/25                            | 00001 | 11/01/25     | 131      | 202511           | 320   | 53800 | 34000 |                        | FIELD MANAGEMENT NOV25  | *        | 1,378.17   |              |         |
| 11/01/25                            |       | 132          | 202511   | 310              | 51300 | 34000 |       | MANAGEMENT FEES NOV25  | *                       | 3,862.50 |            |              |         |
| 11/01/25                            |       | 132          | 202511   | 310              | 51300 | 35200 |       | WEBSITE ADMIN NOV25    | *                       | 59.83    |            |              |         |
| 11/01/25                            |       | 132          | 202511   | 310              | 51300 | 35100 |       | INFORMATION TECH NOV25 | *                       | 119.50   |            |              |         |
| 11/01/25                            |       | 132          | 202511   | 310              | 51300 | 31300 |       | DISSEM AGENT SVC NOV25 | *                       | 946.33   |            |              |         |
| 11/01/25                            |       | 132          | 202511   | 310              | 51300 | 51000 |       | OFFICE SUPPLIES NOV25  | *                       | .36      |            |              |         |
| 11/01/25                            |       | 132          | 202511   | 310              | 51300 | 42000 |       | POSTAGE NOV25          | *                       | 8.30     |            |              |         |
| GOVERNMENTAL MANAGEMENT SERVICES-CF |       |              |          |                  |       |       |       |                        |                         |          | 6,374.99   | 000435       |         |
| 11/13/25                            | 00025 | 11/01/25     | CM-26778 | 202511           | 320   | 53800 | 46300 |                        | FOUNTAIN MAINT NOV25    | *        | 500.00     |              |         |
| MCDONNELL CORPORATION DBA RESORT    |       |              |          |                  |       |       |       |                        |                         |          | 500.00     | 000436       |         |
| 11/13/25                            | 00020 | 11/07/25     | 5312     | 202511           | 320   | 53800 | 47101 |                        | POND DISCING NOV25      | *        | 1,350.00   |              |         |
| TOOLE'S TRACTOR SERVICES &          |       |              |          |                  |       |       |       |                        |                         |          | 1,350.00   | 000437       |         |
| 11/21/25                            | 00021 | 10/26/25     | 135      | 202508           | 320   | 53800 | 43200 |                        | WATER & SEWER AUG25     | *        | 558.60     |              |         |
| 11/16/25                            |       | 136          | 202509   | 320              | 53800 | 43200 |       | WATRER & SEWER SEPT25  | *                       | 342.34   |            |              |         |
| WINDSOR ISLAND RESORT               |       |              |          |                  |       |       |       |                        |                         |          | 900.94     | 000438       |         |
| 11/24/25                            | 00007 | 11/18/25     | 51822    | 202511           | 320   | 53800 | 46201 |                        | MONTHLY INSPECTION RPRS | *        | 485.75     |              |         |
| EXCLUSIVE LANDSCAPING GROUP, INC.   |       |              |          |                  |       |       |       |                        |                         |          | 485.75     | 000439       |         |
| 11/24/25                            | 00017 | 11/17/25     | 11172025 | 202511           | 300   | 20700 | 10200 |                        | TXFER OF TAX RCPTS S20  | *        | 984.14     |              |         |
| SANDMINE ROAD CDD C/O US BANK       |       |              |          |                  |       |       |       |                        |                         |          | 984.14     | 000440       |         |
| 11/24/25                            | 00017 | 11/17/25     | 11172025 | 202511           | 300   | 20700 | 10200 |                        | TXFER OF TAX RCPTS S21  | *        | 1,134.46   |              |         |
| SANDMINE ROAD CDD C/O US BANK       |       |              |          |                  |       |       |       |                        |                         |          | 1,134.46   | 000441       |         |
| 11/24/25                            | 00017 | 11/17/25     | 11172025 | 202511           | 300   | 20700 | 10200 |                        | TXFER OF TAX RCPTS S22  | *        | 519.34     |              |         |
| SANDMINE ROAD CDD C/O US BANK       |       |              |          |                  |       |       |       |                        |                         |          | 519.34     | 000442       |         |
| TOTAL FOR BANK A                    |       |              |          |                  |       |       |       |                        |                         |          | 185,213.91 |              |         |
| SAND SANDMINE ROAD IARAUJO          |       |              |          |                  |       |       |       |                        |                         |          |            |              |         |



# Sandmine Road Community Development District

## Summary of Check Register

November 01, 2025 to January 31, 2026

| <b>Fund</b>         | <b>Date</b> | <b>Check No.'s</b> |           | <b>Amount</b>     |
|---------------------|-------------|--------------------|-----------|-------------------|
| General Fund        |             |                    |           |                   |
|                     | 11/13/25    | 434-437            | \$        | 15,124.99         |
|                     | 11/21/25    | 438                | \$        | 900.94            |
|                     | 11/24/25    | 439-442            | \$        | 3,123.69          |
|                     | 12/8/25     | 443-447            | \$        | 8,750.00          |
|                     | 12/19/25    | 448-450            | \$        | 7,680.68          |
|                     | 12/23/25    | 451-452            | \$        | 693,819.03        |
|                     | 1/5/26      | 453                | \$        | 1,350.00          |
|                     | 1/14/26     | 454-456            | \$        | 16,231.10         |
|                     | 1/23/26     | 457-459            | \$        | 156,396.43        |
| <b>Total Amount</b> |             |                    | <b>\$</b> | <b>903,376.86</b> |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE  | EXPENSED TO YRMO | ACCT#           | SUB | SUBCLASS | VENDOR NAME                         | STATUS | AMOUNT   | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----------------|-----|----------|-------------------------------------|--------|----------|--------------|---------|
| 11/13/25   | 00007 | 11/01/25     | 50797    | 202511           | 320-53800-46200 |     |          | LANDSCAPE MAINT NOV25               | *      | 6,900.00 |              |         |
|            |       |              |          |                  |                 |     |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |          | 6,900.00     | 000434  |
| 11/13/25   | 00001 | 11/01/25     | 131      | 202511           | 320-53800-34000 |     |          | FIELD MANAGEMENT NOV25              | *      | 1,378.17 |              |         |
|            |       | 11/01/25     | 132      | 202511           | 310-51300-34000 |     |          | MANAGEMENT FEES NOV25               | *      | 3,862.50 |              |         |
|            |       | 11/01/25     | 132      | 202511           | 310-51300-35200 |     |          | WEBSITE ADMIN NOV25                 | *      | 59.83    |              |         |
|            |       | 11/01/25     | 132      | 202511           | 310-51300-35100 |     |          | INFORMATION TECH NOV25              | *      | 119.50   |              |         |
|            |       | 11/01/25     | 132      | 202511           | 310-51300-31300 |     |          | DISSEM AGENT SVC NOV25              | *      | 946.33   |              |         |
|            |       | 11/01/25     | 132      | 202511           | 310-51300-51000 |     |          | OFFICE SUPPLIES NOV25               | *      | .36      |              |         |
|            |       | 11/01/25     | 132      | 202511           | 310-51300-42000 |     |          | POSTAGE NOV25                       | *      | 8.30     |              |         |
|            |       |              |          |                  |                 |     |          | GOVERNMENTAL MANAGEMENT SERVICES-CF |        |          | 6,374.99     | 000435  |
| 11/13/25   | 00025 | 11/01/25     | CM-26778 | 202511           | 320-53800-46300 |     |          | FOUNTAIN MAINT NOV25                | *      | 500.00   |              |         |
|            |       |              |          |                  |                 |     |          | MCDONNELL CORPORATION DBA RESORT    |        |          | 500.00       | 000436  |
| 11/13/25   | 00020 | 11/07/25     | 5312     | 202511           | 320-53800-47101 |     |          | POND DISCING NOV25                  | *      | 1,350.00 |              |         |
|            |       |              |          |                  |                 |     |          | TOOLE'S TRACTOR SERVICES &          |        |          | 1,350.00     | 000437  |
| 11/21/25   | 00021 | 10/26/25     | 135      | 202508           | 320-53800-43200 |     |          | WATER & SEWER AUG25                 | *      | 558.60   |              |         |
|            |       | 11/16/25     | 136      | 202509           | 320-53800-43200 |     |          | WATRER & SEWER SEPT25               | *      | 342.34   |              |         |
|            |       |              |          |                  |                 |     |          | WINDSOR ISLAND RESORT               |        |          | 900.94       | 000438  |
| 11/24/25   | 00007 | 11/18/25     | 51822    | 202511           | 320-53800-46201 |     |          | MONTHLY INSPECTION RPRS             | *      | 485.75   |              |         |
|            |       |              |          |                  |                 |     |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |          | 485.75       | 000439  |
| 11/24/25   | 00017 | 11/17/25     | 11172025 | 202511           | 300-20700-10200 |     |          | TXFER OF TAX RCPTS S20              | *      | 984.14   |              |         |
|            |       |              |          |                  |                 |     |          | SANDMINE ROAD CDD C/O US BANK       |        |          | 984.14       | 000440  |
| 11/24/25   | 00017 | 11/17/25     | 11172025 | 202511           | 300-20700-10200 |     |          | TXFER OF TAX RCPTS S21              | *      | 1,134.46 |              |         |
|            |       |              |          |                  |                 |     |          | SANDMINE ROAD CDD C/O US BANK       |        |          | 1,134.46     | 000441  |

SAND SANDMINE ROAD IARAUJO

| CHECK DATE | VEND# | INVOICE DATE | INVOICE                   | EXPENSED TO YRMO | DPT | ACCT# | SUB   | SUBCLASS | VENDOR NAME                         | STATUS | AMOUNT   | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|---------------------------|------------------|-----|-------|-------|----------|-------------------------------------|--------|----------|--------------|---------|
| 11/24/25   | 00017 | 11/17/25     | 11172025                  | 202511           | 300 | 20700 | 10200 |          |                                     | *      | 519.34   |              |         |
|            |       |              | TXFER OF TAX RCPTS S22    |                  |     |       |       |          | SANDMINE ROAD CDD C/O US BANK       |        |          | 519.34       | 000442  |
| 12/08/25   | 00012 | 12/01/25     | 6669-12-                  | 202512           | 310 | 51300 | 31400 |          |                                     | *      | 450.00   |              |         |
|            |       |              | SPEC ASSESS BOND S2020 A1 |                  |     |       |       |          | AMERICAN MUNICIPAL TAX-EXEMPT       |        |          | 450.00       | 000443  |
| 12/08/25   | 00012 | 12/01/25     | 6956-12-                  | 202512           | 310 | 51300 | 31400 |          |                                     | *      | 450.00   |              |         |
|            |       |              | SPEC ASSESS BOND S2021 A2 |                  |     |       |       |          | AMERICAN MUNICIPAL TAX-EXEMPT       |        |          | 450.00       | 000444  |
| 12/08/25   | 00012 | 12/01/25     | 7393-12-                  | 202512           | 310 | 51300 | 31400 |          |                                     | *      | 450.00   |              |         |
|            |       |              | SPEC ASSESS BOND S2022 A3 |                  |     |       |       |          | AMERICAN MUNICIPAL TAX-EXEMPT       |        |          | 450.00       | 000445  |
| 12/08/25   | 00007 | 12/01/25     | 52752                     | 202512           | 320 | 53800 | 46200 |          |                                     | *      | 6,900.00 |              |         |
|            |       |              | LANDSCAPE MAINT DEC25     |                  |     |       |       |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |          | 6,900.00     | 000446  |
| 12/08/25   | 00025 | 12/01/25     | 29936                     | 202512           | 320 | 53800 | 46300 |          |                                     | *      | 500.00   |              |         |
|            |       |              | FOUNTAIN MAINT DEC25      |                  |     |       |       |          | MCDONNELL CORPORATION DBA RESORT    |        |          | 500.00       | 000447  |
| 12/19/25   | 00007 | 12/12/25     | 53897                     | 202512           | 320 | 53800 | 46201 |          |                                     | *      | 847.50   |              |         |
|            |       |              | RPLC 3 DECODER ZONES      |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/12/25     | 53898                     | 202512           | 320 | 53800 | 46201 |          |                                     | *      | 266.00   |              |         |
|            |       |              | DEC25 INSPECTION REPAIRS  |                  |     |       |       |          | EXCLUSIVE LANDSCAPING GROUP, INC.   |        |          | 1,113.50     | 000448  |
| 12/19/25   | 00001 | 12/01/25     | 133                       | 202512           | 320 | 53800 | 34000 |          |                                     | *      | 1,378.17 |              |         |
|            |       |              | FIELD MANAGEMENT DEC25    |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/01/25     | 134                       | 202512           | 310 | 51300 | 34000 |          |                                     | *      | 3,862.50 |              |         |
|            |       |              | MANAGEMENT FEES DEC25     |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/01/25     | 134                       | 202512           | 310 | 51300 | 35200 |          |                                     | *      | 59.83    |              |         |
|            |       |              | WEBSITE ADMIN DEC25       |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/01/25     | 134                       | 202512           | 310 | 51300 | 35100 |          |                                     | *      | 119.50   |              |         |
|            |       |              | INFORMATION TECH DEC25    |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/01/25     | 134                       | 202512           | 310 | 51300 | 31300 |          |                                     | *      | 946.33   |              |         |
|            |       |              | DISSEM AGENT SVCS DEC25   |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/01/25     | 134                       | 202512           | 310 | 51300 | 51000 |          |                                     | *      | .15      |              |         |
|            |       |              | OFFICE SUPPLIES DEC25     |                  |     |       |       |          |                                     |        |          |              |         |
|            |       | 12/01/25     | 134                       | 202512           | 310 | 51300 | 42000 |          |                                     | *      | 3.70     |              |         |
|            |       |              | POSTAGE DEC25             |                  |     |       |       |          | GOVERNMENTAL MANAGEMENT SERVICES-CF |        |          | 6,370.18     | 000449  |

SAND SANDMINE ROAD IARAUJO

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                             | STATUS | AMOUNT     | ....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|---|--------|------------|----------------------------|
| 12/19/25      | 00018 | 12/17/25 3673458                  | 202511 310-51300-31500                           | GENERAL COUNSEL NOV25<br>KUTAK ROCK LLP | *      | 197.00     | 197.00 000450              |
| 12/23/25      | 00017 | 12/23/25 12232025                 | 202512 300-20700-10200                           | TXFER TAX RCPTS S22                     | *      | 134,844.16 |                            |
|               |       | 12/23/25 12232025                 | 202512 300-20700-10200                           | TXFER TAX RCPTS S20                     | *      | 255,527.69 |                            |
|               |       | 12/23/25 12232025                 | 202512 300-20700-10200                           | TXFER TAX RCPTS S21                     | *      | 294,557.80 |                            |
|               |       |                                   |  | SANDMINE ROAD CDD C/O US BANK           |        |            | 684,929.65 000451          |
| 12/23/25      | 00016 | 11/25/25 7976497                  | 202511 310-51300-32300                           | FY26 TRUSTEE FEES S2022                 | *      | 4,444.69   |                            |
|               |       | 11/25/25 7977676                  | 202511 310-51300-32300                           | FY26 TRUSTEE FEES S2021                 | *      | 4,444.69   |                            |
|               |       |                                   |  | U.S. BANK                               |        |            | 8,889.38 000452            |
| 1/05/26       | 00020 | 12/24/25 5559                     | 202512 320-53800-47101                           | DISC 3 RETENTION PONDS                  | *      | 1,350.00   |                            |
|               |       |                                   |  | TOOLE'S TRACTOR SERVICES &              |        |            | 1,350.00 000453            |
| 1/14/26       | 00007 | 1/01/26 55132                     | 202601 320-53800-46200                           | LANDSCAPE MAINT JAN26                   | *      | 8,187.00   |                            |
|               |       |                                   |  | EXCLUSIVE LANDSCAPING GROUP, INC.       |        |            | 8,187.00 000454            |
| 1/14/26       | 00001 | 11/30/25 135                      | 202511 320-53800-48000                           | PRESSURE WASH MONUMENTS                 | *      | 1,138.64   |                            |
|               |       | 1/01/26 136                       | 202601 320-53800-34000                           | FIELD MANAGEMENT JAN26                  | *      | 1,378.17   |                            |
|               |       | 1/01/26 137                       | 202601 310-51300-34000                           | MANAGEMENT FEES JAN26                   | *      | 3,862.50   |                            |
|               |       | 1/01/26 137                       | 202601 310-51300-35200                           | WEBSITE ADMIN JAN26                     | *      | 59.83      |                            |
|               |       | 1/01/26 137                       | 202601 310-51300-35100                           | INFORMATION TECH JAN26                  | *      | 119.50     |                            |
|               |       | 1/01/26 137                       | 202601 310-51300-31300                           | DISSEM AGENT SVCS JAN26                 | *      | 946.33     |                            |
|               |       | 1/01/26 137                       | 202601 310-51300-51000                           | OFFICE SUPPLIES JAN26                   | *      | .21        |                            |
|               |       | 1/01/26 137                       | 202601 310-51300-42000                           | POSTAGE JAN26                           | *      | 38.92      |                            |
|               |       |                                   |  | GOVERNMENTAL MANAGEMENT SERVICES-CF     |        |            | 7,544.10 000455            |
| 1/14/26       | 00025 | 1/01/26 30265                     | 202601 320-53800-46300                           | FOUNTAIN MAINT JAN26                    | *      | 500.00     |                            |
|               |       |                                   |  | MCDONNELL CORPORATION DBA RESORT        |        |            | 500.00 000456              |
|               |       |                                   |  | SAND SANDMINE ROAD IARAUJO              |        |            |                            |

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME              | STATUS | AMOUNT             | ....CHECK.....<br>AMOUNT #        |                   |
|---------------|-------|-----------------------------------|--|--------------------------|--------|--------------------|-----------------------------------|-------------------|
| 1/23/26       | 00007 | 1/16/26 56549                     | 202601 320-53800-46201                           | JAN26 INSPECTION REPAIRS | *      | 385.00             |                                   |                   |
|               |       |                                   |  |                          |        |                    | EXCLUSIVE LANDSCAPING GROUP, INC. | 385.00 000457     |
| 1/23/26       | 00028 | 1/13/26 215                       | 202601 310-51300-42000                           | REIMBURSE OF POSTAGE EXP | *      | 221.62             |                                   |                   |
|               |       |                                   |  |                          |        |                    | POLK COUNTY TAX COLLECTOR         | 221.62 000458     |
| 1/23/26       | 00017 | 1/21/26 01212026                  | 202601 300-20700-10200                           | TXFER OF TAX RCPTS S21   | *      | 66,998.28          |                                   |                   |
|               |       | 1/21/26 01212026                  | 202601 300-20700-10200                           | TXFER OF TAX RCPTS S20   | *      | 58,120.72          |                                   |                   |
|               |       | 1/21/26 01212026                  | 202601 300-20700-10200                           | TXFER OF TAX RCPTS S22   | *      | 30,670.81          |                                   |                   |
|               |       |                                   |  |                          |        |                    | SANDMINE ROAD CDD C/O US BANK     | 155,789.81 000459 |
|               |       |                                   |  |                          |        | TOTAL FOR BANK A   | 903,376.86                        |                   |
|               |       |                                   |  |                          |        | TOTAL FOR REGISTER | 903,376.86                        |                   |

SAND SANDMINE ROAD IARAUJO

the 1990s, the number of people with a disability in the United States has increased by 25% (U.S. Census Bureau, 1997).

As a result of the increase in the number of people with a disability, the need for accessible information has become more acute. The National Center for Accessible Information (NCAI) has estimated that 10% of the population has a disability that prevents them from using printed materials (NCAI, 1997). The NCAI also estimates that 10% of the population has a disability that prevents them from using audio materials. The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using audio materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using audio materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using audio materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using audio materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

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The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using audio materials.

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The NCAI estimates that 10% of the population has a disability that prevents them from using printed materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using audio materials.

The NCAI estimates that 10% of the population has a disability that prevents them from using video materials.

# Sandmine Road Community Development District

## Summary of Check Register

February 01, 2026 to February 28, 2026

| <b>Fund</b>         | <b>Date</b> | <b>Check No.'s</b> |           | <b>Amount</b>    |
|---------------------|-------------|--------------------|-----------|------------------|
| General Fund        |             |                    |           |                  |
|                     | 2/6/26      | 460-461            | \$        | 1,015.74         |
|                     | 2/13/26     | 462                | \$        | 861.04           |
|                     | 2/20/26     | 463-464            | \$        | 6,881.24         |
|                     | 2/27/26     | 465-467            | \$        | 16,655.99        |
| <b>Total Amount</b> |             |                    | <b>\$</b> | <b>25,414.01</b> |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB   | SUBCLASS | VENDOR NAME   | STATUS | AMOUNT   | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|---------|------------------|-----|-------|-------|----------|---|--------|----------|--------------|---------|
| 2/06/26    | 00018 | 1/29/26      | 3690245 | 202512           | 310 | 51300 | 31500 |          | GENERAL COUNSEL DEC25<br>KUTAK ROCK LLP                       | *      | 515.74   | 515.74       | 000460  |
| 2/06/26    | 00025 | 2/01/26      | 30655   | 202602           | 320 | 53800 | 46300 |          | FOUNTAIN MAINT FEB26<br>MCDONNELL CORPORATION DBA RESORT      | *      | 500.00   | 500.00       | 000461  |
| 2/13/26    | 00021 | 12/22/25     | 137     | 202510           | 320 | 53800 | 43200 |          | WATER & SEWER OCT25   | *      | 238.60   |              |         |
|            |       | 1/23/26      | 138     | 202511           | 320 | 53800 | 43200 |          | WATER & SEWER NOV25   | *      | 387.83   |              |         |
|            |       | 1/23/26      | 139     | 202512           | 320 | 53800 | 43200 |          | WATER & SEWER DEC25<br>WINDSOR ISLAND RESORT                  | *      | 234.61   | 861.04       | 000462  |
| 2/20/26    | 00007 | 2/12/26      | 58589   | 202602           | 320 | 53800 | 46201 |          | FEB26 INSPECTION REPAIRS<br>EXCLUSIVE LANDSCAPING GROUP, INC. | *      | 507.21   | 507.21       | 000463  |
| 2/20/26    | 00001 | 2/01/26      | 139     | 202602           | 320 | 53800 | 34000 |          | FIELD MANAGEMENT FEB26  | *      | 1,378.17 |              |         |
|            |       | 2/01/26      | 140     | 202602           | 310 | 51300 | 34000 |          | MANAGEMENT FEES FEB26   | *      | 3,862.50 |              |         |
|            |       | 2/01/26      | 140     | 202602           | 310 | 51300 | 35200 |          | WEBSITE ADMIN FEB26   | *      | 59.83    |              |         |
|            |       | 2/01/26      | 140     | 202602           | 310 | 51300 | 35100 |          | INFORMATION TECH FEB26  | *      | 119.50   |              |         |
|            |       | 2/01/26      | 140     | 202602           | 310 | 51300 | 31300 |          | DISSEM AGENT SVCS FEB26                                       | *      | 946.33   |              |         |
|            |       | 2/01/26      | 140     | 202602           | 310 | 51300 | 51000 |          | OFFICE SUPPLIES FEB26   | *      | .30      |              |         |
|            |       | 2/01/26      | 140     | 202602           | 310 | 51300 | 42000 |          | POSTAGE FEB26<br>GOVERNMENTAL MANAGEMENT SERVICES-CF          | *      | 7.40     | 6,374.03     | 000464  |
| 2/27/26    | 00007 | 2/02/26      | 58263   | 202602           | 320 | 53800 | 46200 |          | LANDSCAPE MAINT FEB26<br>EXCLUSIVE LANDSCAPING GROUP, INC.    | *      | 8,187.00 | 8,187.00     | 000465  |
| 2/27/26    | 00001 | 12/31/25     | 138     | 202512           | 320 | 53800 | 48000 |          | FENCE REPAIRS<br>GOVERNMENTAL MANAGEMENT SERVICES-CF          | *      | 7,732.99 | 7,732.99     | 000466  |
| 2/27/26    | 00018 | 2/24/26      | 3702646 | 202601           | 310 | 51300 | 31500 |          | GENERAL COUNSEL JAN26<br>KUTAK ROCK LLP                       | *      | 736.00   | 736.00       | 000467  |

TOTAL FOR BANK A 25,414.01  
 SAND SANDMINE ROAD IARAUJO

# SECTION 2

***Sandmine Road***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2026***



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**Sandmine Road**  
**Community Development District**  
**Combined Balance Sheet**  
**February 28, 2026**

|   | <i>General<br/>Fund</i> | <i>Debt Service<br/>Fund</i> | <i>Capital Reserve<br/>Fund</i> | <i>Capital Projects<br/>Fund</i> | <i>Totals<br/>Governmental Funds</i> |
|---|-------------------------|------------------------------|---------------------------------|----------------------------------|--------------------------------------|
| <b>Assets:</b>                              |                         |                              |                                 |                                  |                                      |
| Operating Account                           | \$ 339,469              | \$ -                         | \$ -                            | \$ -                             | \$ 339,469                           |
| State Board of Administration               | \$ 402,203              | \$ -                         | \$ -                            | \$ -                             | \$ 402,203                           |
| Bank United Capital Reserve                 | \$ -                    | \$ -                         | \$ 35,433                       | \$ -                             | \$ 35,433                            |
| Due from General Fund                       | \$ -                    | \$ 27,828                    | \$ -                            | \$ -                             | \$ 27,828                            |
| <b>Investments:</b>                         |                         |                              |                                 |                                  |                                      |
| <u>Series 2020</u>                          |                         |                              |                                 |                                  |                                      |
| Reserve                                     | \$ -                    | \$ 181,859                   | \$ -                            | \$ -                             | \$ 181,859                           |
| Revenue                                     | \$ -                    | \$ 367,481                   | \$ -                            | \$ -                             | \$ 367,481                           |
| Construction                                | \$ -                    | \$ -                         | \$ -                            | \$ 27,716                        | \$ 27,716                            |
| <u>Series 2021</u>                          |                         |                              |                                 |                                  |                                      |
| Reserve                                     | \$ -                    | \$ 41,928                    | \$ -                            | \$ -                             | \$ 41,928                            |
| Revenue                                     | \$ -                    | \$ 418,540                   | \$ -                            | \$ -                             | \$ 418,540                           |
| Construction                                | \$ -                    | \$ -                         | \$ -                            | \$ 192,696                       | \$ 192,696                           |
| <u>Series 2022</u>                          |                         |                              |                                 |                                  |                                      |
| Reserve                                     | \$ -                    | \$ 19,194                    | \$ -                            | \$ -                             | \$ 19,194                            |
| Revenue                                     | \$ -                    | \$ 189,955                   | \$ -                            | \$ -                             | \$ 189,955                           |
| Construction                                | \$ -                    | \$ -                         | \$ -                            | \$ 1,583                         | \$ 1,583                             |
| <b>Total Assets</b>                         | <b>\$ 741,672</b>       | <b>\$ 1,246,783</b>          | <b>\$ 35,433</b>                | <b>\$ 221,994</b>                | <b>\$ 2,245,882</b>                  |
| <b>Liabilities:</b>                         |                         |                              |                                 |                                  |                                      |
| Accounts Payable                            | \$ 2,899                | \$ -                         | \$ -                            | \$ -                             | \$ 2,899                             |
| Due to Debt Service                         | \$ 27,828               | \$ -                         | \$ -                            | \$ -                             | \$ 27,828                            |
| <b>Total Liabilities</b>                    | <b>\$ 30,726</b>        | <b>\$ -</b>                  | <b>\$ -</b>                     | <b>\$ -</b>                      | <b>\$ 30,726</b>                     |
| <b>Fund Balance:</b>                        |                         |                              |                                 |                                  |                                      |
| Restricted for:                             |                         |                              |                                 |                                  |                                      |
| Debt Service - Series 2020                  | \$ -                    | \$ 559,722                   | \$ -                            | \$ -                             | \$ 559,722                           |
| Debt Service - Series 2021                  | \$ -                    | \$ 472,435                   | \$ -                            | \$ -                             | \$ 472,435                           |
| Debt Service - Series 2022                  | \$ -                    | \$ 214,627                   | \$ -                            | \$ -                             | \$ 214,627                           |
| Capital Projects - Series 2020              | \$ -                    | \$ -                         | \$ -                            | \$ 27,716                        | \$ 27,716                            |
| Capital Projects - Series 2021              | \$ -                    | \$ -                         | \$ -                            | \$ 192,696                       | \$ 192,696                           |
| Capital Projects - Series 2022              | \$ -                    | \$ -                         | \$ -                            | \$ 1,583                         | \$ 1,583                             |
| Assigned for:                               |                         |                              |                                 |                                  |                                      |
| Capital Reserves                            | \$ -                    | \$ -                         | \$ 35,433                       | \$ -                             | \$ 35,433                            |
| Unassigned                                  | \$ 710,945              | \$ -                         | \$ -                            | \$ -                             | \$ 710,945                           |
| <b>Total Fund Balances</b>                  | <b>\$ 710,945</b>       | <b>\$ 1,246,783</b>          | <b>\$ 35,433</b>                | <b>\$ 221,994</b>                | <b>\$ 2,215,156</b>                  |
| <b>Total Liabilities &amp; Fund Balance</b> | <b>\$ 741,672</b>       | <b>\$ 1,246,783</b>          | <b>\$ 35,433</b>                | <b>\$ 221,994</b>                | <b>\$ 2,245,882</b>                  |

# Sandmine Road

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

|   | Adopted           | Prorated Budget   | Actual            |                  |
|---|-------------------|-------------------|-------------------|------------------|
|   | Budget            | Thru 02/28/26     | Thru 02/28/26     | Variance         |
| <b>Revenues:</b>                            |                   |                   |                   |                  |
| Assessments - Tax Roll                      | \$ 368,473        | \$ 328,266        | \$ 328,266        | \$ -             |
| Interest                                    | \$ -              | \$ -              | \$ 7,746          | \$ 7,746         |
| <b>Total Revenues</b>                       | <b>\$ 368,473</b> | <b>\$ 328,266</b> | <b>\$ 336,013</b> | <b>\$ 7,746</b>  |
| <b>Expenditures:</b>                        |                   |                   |                   |                  |
| <b><u>General &amp; Administrative:</u></b> |                   |                   |                   |                  |
| Supervisor Fees                             | \$ 12,000         | \$ 5,000          | \$ -              | \$ 5,000         |
| FICA Expense                                | \$ 918            | \$ 383            | \$ -              | \$ 383           |
| Engineering                                 | \$ 12,000         | \$ 5,000          | \$ -              | \$ 5,000         |
| Attorney                                    | \$ 25,000         | \$ 10,417         | \$ 3,059          | \$ 7,358         |
| Annual Audit                                | \$ 7,100          | \$ 1,000          | \$ 1,000          | \$ -             |
| Arbitrage Fees                              | \$ 1,350          | \$ 1,350          | \$ 1,350          | \$ -             |
| Dissemination Fees                          | \$ 11,356         | \$ 4,732          | \$ 4,732          | \$ (0)           |
| Assessment Administration                   | \$ 5,732          | \$ 5,732          | \$ 5,732          | \$ -             |
| Trustee Fees                                | \$ 13,303         | \$ 12,930         | \$ 12,930         | \$ -             |
| Management Fees                             | \$ 46,350         | \$ 19,313         | \$ 19,313         | \$ -             |
| Information Technology                      | \$ 1,434          | \$ 597            | \$ 598            | \$ (0)           |
| Website Maintenance                         | \$ 718            | \$ 299            | \$ 299            | \$ (0)           |
| Telephone                                   | \$ 200            | \$ 83             | \$ -              | \$ 83            |
| Postage                                     | \$ 1,000          | \$ 417            | \$ 319            | \$ 98            |
| Printing & Binding                          | \$ 100            | \$ 42             | \$ -              | \$ 42            |
| Office Supplies                             | \$ 100            | \$ 42             | \$ 1              | \$ 40            |
| Insurance                                   | \$ 7,119          | \$ 7,119          | \$ 6,561          | \$ 557           |
| Legal Advertising                           | \$ 5,000          | \$ 2,083          | \$ -              | \$ 2,083         |
| Other Current Charges                       | \$ 1,000          | \$ 417            | \$ 104            | \$ 313           |
| Dues, Licenses & Subscriptions              | \$ 175            | \$ 175            | \$ 175            | \$ -             |
| <b>Total General &amp; Administrative</b>   | <b>\$ 151,954</b> | <b>\$ 77,129</b>  | <b>\$ 56,172</b>  | <b>\$ 20,957</b> |

# Sandmine Road

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

|  | Adopted           | Prorated Budget   | Actual            |                  |
|--|-------------------|-------------------|-------------------|------------------|
|  | Budget            | Thru 02/28/26     | Thru 02/28/26     | Variance         |
| <b><i>Operations &amp; Maintenance</i></b>               |                   |                   |                   |                  |
| <b>Field Expenditures</b>                                |                   |                   |                   |                  |
| Property Insurance                                       | \$ 8,479          | \$ 8,479          | \$ 9,628          | \$ (1,149)       |
| Field Management   | \$ 16,538         | \$ 6,891          | \$ 6,891          | \$ (0)           |
| Landscape Maintenance                                    | \$ 86,940         | \$ 36,225         | \$ 37,074         | \$ (849)         |
| Landscape Enhancements                                   | \$ 30,000         | \$ 12,500         | \$ -              | \$ 12,500        |
| Pond Discing   | \$ 8,100          | \$ 2,700          | \$ 2,700          | \$ 2,700         |
| Water & Sewer  | \$ 9,500          | \$ 3,958          | \$ 1,150          | \$ 2,808         |
| Fountain Maintenance                                     | \$ 8,500          | \$ 3,542          | \$ 2,500          | \$ 1,042         |
| Irrigation Repairs                                       | \$ 5,500          | \$ 2,292          | \$ 2,817          | \$ (525)         |
| General Repairs & Maintenance                            | \$ 15,000         | \$ 6,250          | \$ 8,872          | \$ (2,622)       |
| Wall Maintenance   | \$ 10,000         | \$ 4,167          | \$ -              | \$ 4,167         |
| Contingency  | \$ 7,500          | \$ 3,125          | \$ -              | \$ 3,125         |
| <b>Total Operations &amp; Maintenance</b>                | <b>\$ 206,057</b> | <b>\$ 90,128</b>  | <b>\$ 71,631</b>  | <b>\$ 21,197</b> |
| <b><i>Other Expenditures:</i></b>                        |                   |                   |                   |                  |
| Capital Reserves - Transfer                              | \$ 10,462         | \$ -              | \$ -              | \$ -             |
| <b>Total Other Expenditures</b>                          | <b>\$ 10,462</b>  | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>      |
| <b>Total Expenditures</b>                                | <b>\$ 368,473</b> | <b>\$ 167,257</b> | <b>\$ 127,803</b> | <b>\$ 42,154</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ -</b>       |                   | <b>\$ 208,210</b> |                  |
| <b>Fund Balance - Beginning</b>                          | <b>\$ -</b>       |                   | <b>\$ 502,736</b> |                  |
| <b>Fund Balance - Ending</b>                             | <b>\$ -</b>       |                   | <b>\$ 710,945</b> |                  |

**Sandmine Road**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2026**

|  | Adopted<br>Budget | Prorated Budget<br>Thru 02/28/26 | Actual<br>Thru 02/28/26 | Variance      |
|--|-------------------|----------------------------------|-------------------------|---------------|
| <b>Revenues:</b>   |                   |                                  |                         |               |
| Interest Income  | \$ -              | \$ -                             | \$ 510                  | \$ 510        |
| <b>Total Revenues</b>                                    | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 510</b>           | <b>\$ 510</b> |
| <b>Expenditures:</b>                                     |                   |                                  |                         |               |
| Capital Outlay   | \$ -              | \$ -                             | \$ -                    | \$ -          |
| <b>Total Expenditures</b>                                | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ -</b>   |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 510</b>           | <b>\$ 510</b> |
| <b>Other Financing Sources/(Uses):</b>                   |                   |                                  |                         |               |
| Transfer In/(Out)  | \$ 10,462         | \$ -                             | \$ -                    | \$ -          |
| <b>Total Other Financing Sources/(Uses)</b>              | <b>\$ 10,462</b>  | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ -</b>   |
| <b>Net Change in Fund Balance</b>                        | <b>\$ 10,462</b>  |                                  | <b>\$ 510</b>           |               |
| <b>Fund Balance - Beginning</b>                          | <b>\$ 34,890</b>  |                                  | <b>\$ 34,922</b>        |               |
| <b>Fund Balance - Ending</b>                             | <b>\$ 45,353</b>  |                                  | <b>\$ 35,433</b>        |               |

**Sandmine Road**  
**Community Development District**  
**Debt Service Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2026**

|  | Adopted<br>Budget | Prorated Budget<br>Thru 02/28/26 | Actual<br>Thru 02/28/26 | Variance          |
|--|-------------------|----------------------------------|-------------------------|-------------------|
| <b>Revenues:</b>   |                   |                                  |                         |                   |
| Assessments - Tax Roll                                   | \$ 363,719        | \$ 324,030                       | \$ 324,030              | \$ -              |
| Interest   | \$ 5,000          | \$ 2,083                         | \$ 4,786                | \$ 2,702          |
| <b>Total Revenues</b>                                    | <b>\$ 368,719</b> | <b>\$ 326,113</b>                | <b>\$ 328,816</b>       | <b>\$ 2,702</b>   |
| <b>Expenditures:</b>                                     |                   |                                  |                         |                   |
| Interest - 11/1  | \$ 106,825        | \$ 106,825                       | \$ 106,825              | \$ -              |
| Principal - 5/1  | \$ 150,000        | \$ -                             | \$ -                    | \$ -              |
| Interest - 5/1   | \$ 106,825        | \$ -                             | \$ -                    | \$ -              |
| <b>Total Expenditures</b>                                | <b>\$ 363,650</b> | <b>\$ 106,825</b>                | <b>\$ 106,825</b>       | <b>\$ -</b>       |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ 5,069</b>   | <b>\$ 219,288</b>                | <b>\$ 221,991</b>       | <b>\$ 2,702</b>   |
| <b>Other Financing Sources/(Uses):</b>                   |                   |                                  |                         |                   |
| Transfer In/(Out)  | \$ -              | \$ -                             | \$ (2,615)              | \$ (2,615)        |
| <b>Total Other Financing Sources/(Uses)</b>              | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ (2,615)</b>       | <b>\$ (2,615)</b> |
| <b>Net Change in Fund Balance</b>                        | <b>\$ 5,069</b>   |                                  | <b>\$ 219,376</b>       |                   |
| <b>Fund Balance - Beginning</b>                          | <b>\$ 156,935</b> |                                  | <b>\$ 340,346</b>       |                   |
| <b>Fund Balance - Ending</b>                             | <b>\$ 162,004</b> |                                  | <b>\$ 559,722</b>       |                   |

**Sandmine Road**  
**Community Development District**  
**Debt Service Fund Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2026**

|  | Adopted<br>Budget | Prorated Budget<br>Thru 02/28/26 | Actual<br>Thru 02/28/26 | Variance        |
|--|-------------------|----------------------------------|-------------------------|-----------------|
| <b>Revenues:</b>   |                   |                                  |                         |                 |
| Assessments - On Roll                                    | \$ 419,274        | \$ 373,523                       | \$ 373,523              | \$ -            |
| Interest   | \$ 9,000          | \$ 3,750                         | \$ 4,104                | \$ 354          |
| <b>Total Revenues</b>                                    | <b>\$ 428,274</b> | <b>\$ 377,273</b>                | <b>\$ 377,628</b>       | <b>\$ 354</b>   |
| <b>Expenditures:</b>                                     |                   |                                  |                         |                 |
| Interest - 11/1  | \$ 124,483        | \$ 124,483                       | \$ 124,483              | \$ -            |
| Principal - 11/1   | \$ 170,000        | \$ 170,000                       | \$ 170,000              | \$ -            |
| Interest - 5/1   | \$ 122,528        | \$ -                             | \$ -                    | \$ -            |
| <b>Total Expenditures</b>                                | <b>\$ 417,010</b> | <b>\$ 294,483</b>                | <b>\$ 294,483</b>       | <b>\$ -</b>     |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ 11,264</b>  | <b>\$ 82,791</b>                 | <b>\$ 83,145</b>        | <b>\$ 354</b>   |
| <b>Other Financing Sources/(Uses):</b>                   |                   |                                  |                         |                 |
| Transfer In/(Out)  | \$ -              | \$ -                             | \$ (603)                | \$ (603)        |
| <b>Total Other Financing Sources (Uses)</b>              | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ (603)</b>         | <b>\$ (603)</b> |
| <b>Net Change in Fund Balance</b>                        | <b>\$ 11,264</b>  |                                  | <b>\$ 82,542</b>        |                 |
| <b>Fund Balance - Beginning</b>                          | <b>\$ 374,062</b> |                                  | <b>\$ 389,892</b>       |                 |
| <b>Fund Balance - Ending</b>                             | <b>\$ 385,327</b> |                                  | <b>\$ 472,435</b>       |                 |

# Sandmine Road

## Community Development District

### Debt Service Fund Series 2022

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

|  | Adopted<br>Budget | Prorated Budget<br>Thru 02/28/26 | Actual<br>Thru 02/28/26 | Variance        |
|--|-------------------|----------------------------------|-------------------------|-----------------|
| <b>Revenues:</b>   |                   |                                  |                         |                 |
| Assessments - Direct                                     | \$ 191,938        | \$ 170,993                       | \$ 170,993              | \$ -            |
| Interest   | \$ 1,500          | \$ 1,500                         | \$ 1,729                | \$ 229          |
| <b>Total Revenues</b>                                    | <b>\$ 193,438</b> | <b>\$ 172,493</b>                | <b>\$ 172,723</b>       | <b>\$ 229</b>   |
| <b>Expenditures:</b>                                     |                   |                                  |                         |                 |
| Interest - 11/1  | \$ 74,663         | \$ 74,663                        | \$ 74,663               | \$ -            |
| Principal - 11/1   | \$ 40,000         | \$ 40,000                        | \$ 40,000               | \$ -            |
| Interest - 5/1   | \$ 74,663         | \$ -                             | \$ -                    | \$ -            |
| <b>Total Expenditures</b>                                | <b>\$ 189,325</b> | <b>\$ 114,663</b>                | <b>\$ 114,663</b>       | <b>\$ -</b>     |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ 4,113</b>   | <b>\$ 57,831</b>                 | <b>\$ 58,060</b>        | <b>\$ 229</b>   |
| <b>Other Financing Sources/(Uses):</b>                   |                   |                                  |                         |                 |
| Transfer In/(Out)  | \$ -              | \$ -                             | \$ (276)                | \$ (276)        |
| <b>Total Other Financing Sources (Uses)</b>              | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ (276)</b>         | <b>\$ (276)</b> |
| <b>Net Change in Fund Balance</b>                        | <b>\$ 4,113</b>   |                                  | <b>\$ 57,784</b>        |                 |
| <b>Fund Balance - Beginning</b>                          | <b>\$ 135,258</b> |                                  | <b>\$ 156,842</b>       |                 |
| <b>Fund Balance - Ending</b>                             | <b>\$ 139,370</b> |                                  | <b>\$ 214,627</b>       |                 |

# Sandmine Road

## Community Development District

### Capital Projects Fund Series 2020

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

|  | Adopted   |          | Prorated Budget |          | Actual           |                  |
|--|-----------|----------|-----------------|----------|------------------|------------------|
|  | Budget    |          | Thru 02/28/26   |          | Thru 02/28/26    | Variance         |
| <b>Revenues</b>  |           |          |                 |          |                  |                  |
| Interest   | \$        | -        | \$              | -        | \$ 372           | \$ 372           |
| <b>Total Revenues</b>                                    | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ 372</b>    | <b>\$ 372</b>    |
| <b>Expenditures:</b>                                     |           |          |                 |          |                  |                  |
| Capital Outlay   | \$        | -        | \$              | -        | \$ -             | \$ -             |
| <b>Total Expenditures</b>                                | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ -</b>      | <b>\$ -</b>      |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ 372</b>    | <b>\$ 2,987</b>  |
| <b>Other Financing Sources/(Uses)</b>                    |           |          |                 |          |                  |                  |
| Transfer In/(Out)  | \$        | -        | \$              | -        | \$ 2,615         | \$ 2,615         |
| <b>Total Other Financing Sources (Uses)</b>              | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ 2,615</b>  | <b>\$ 2,615</b>  |
| <b>Net Change in Fund Balance</b>                        | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ 2,987</b>  | <b>\$ 2,987</b>  |
| <b>Fund Balance - Beginning</b>                          | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ 24,729</b> | <b>\$ 24,729</b> |
| <b>Fund Balance - Ending</b>                             | <b>\$</b> | <b>-</b> | <b>\$</b>       | <b>-</b> | <b>\$ 27,716</b> | <b>\$ 27,716</b> |

# Sandmine Road

## Community Development District

### Capital Projects Fund Series 2021

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

|  | Adopted     | Prorated Budget | Actual            |  | Variance        |
|--|-------------|-----------------|-------------------|--|-----------------|
|  | Budget      | Thru 02/28/26   | Thru 02/28/26     |  |                 |
| <b>Revenues</b>  |             |                 |                   |  |                 |
| Interest   | \$ -        | \$ -            | \$ 2,741          |  | \$ 2,741        |
| <b>Total Revenues</b>                                    | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 2,741</b>   |  | <b>\$ 2,741</b> |
| <b>Expenditures:</b>                                     |             |                 |                   |  |                 |
| Capital Outlay   | \$ -        | \$ -            | \$ -              |  | \$ -            |
| <b>Total Expenditures</b>                                | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ -</b>       |  | <b>\$ -</b>     |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 2,741</b>   |  | <b>\$ 3,344</b> |
| <b>Other Financing Sources/(Uses)</b>                    |             |                 |                   |  |                 |
| Transfer In/(Out)  | \$ -        | \$ -            | \$ 603            |  | \$ 603          |
| <b>Total Other Financing Sources (Uses)</b>              | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 603</b>     |  | <b>\$ 603</b>   |
| <b>Net Change in Fund Balance</b>                        | <b>\$ -</b> |                 | <b>\$ 3,344</b>   |  |                 |
| <b>Fund Balance - Beginning</b>                          | <b>\$ -</b> |                 | <b>\$ 189,352</b> |  |                 |
| <b>Fund Balance - Ending</b>                             | <b>\$ -</b> |                 | <b>\$ 192,696</b> |  |                 |

**Sandmine Road**  
**Community Development District**  
**Capital Projects Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2026**

|  | Adopted<br>Budget | Prorated Budget<br>Thru 02/28/26 | Actual<br>Thru 02/28/26 | Variance      |
|--|-------------------|----------------------------------|-------------------------|---------------|
| <b>Revenues</b>  |                   |                                  |                         |               |
| Interest   | \$ -              | \$ -                             | \$ 20                   | \$ 20         |
| <b>Total Revenues</b>                                    | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 20</b>            | <b>\$ 20</b>  |
| <b>Expenditures:</b>                                     |                   |                                  |                         |               |
| Capital Outlay   | \$ -              | \$ -                             | \$ -                    | \$ -          |
| <b>Total Expenditures</b>                                | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ -</b>   |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 20</b>            | <b>\$ 296</b> |
| <b>Other Financing Sources/(Uses)</b>                    |                   |                                  |                         |               |
| Transfer In/(Out)  | \$ -              | \$ -                             | \$ 276                  | \$ 276        |
| <b>Total Other Financing Sources (Uses)</b>              | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 276</b>           | <b>\$ 276</b> |
| <b>Net Change in Fund Balance</b>                        | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 296</b>           |               |
| <b>Fund Balance - Beginning</b>                          | <b>\$ -</b>       |                                  | <b>\$ 1,286</b>         |               |
| <b>Fund Balance - Ending</b>                             | <b>\$ -</b>       |                                  | <b>\$ 1,583</b>         |               |

**Sandmine Road**  
Community Development District  
Month to Month

|  | Oct                | Nov              | Dec               | Jan               | Feb               | March       | April       | May         | June        | July        | Aug         | Sept        | Total             |
|--|--------------------|------------------|-------------------|-------------------|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| <b>Revenues:</b>   |                    |                  |                   |                   |                   |             |             |             |             |             |             |             |                   |
| Assessments - Tax Roll                                   | \$ -               | \$ 37,929        | \$ 269,685        | \$ 10,720         | \$ 9,933          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 328,266        |
| Interest   | \$ 1,440           | \$ 1,353         | \$ 1,350          | \$ 1,872          | \$ 1,731          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 7,746          |
| <b>Total Revenues</b>                                    | <b>\$ 1,440</b>    | <b>\$ 39,282</b> | <b>\$ 271,035</b> | <b>\$ 12,592</b>  | <b>\$ 11,663</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 336,013</b> |
| <b>Expenditures:</b>                                     |                    |                  |                   |                   |                   |             |             |             |             |             |             |             |                   |
| <b>General &amp; Administrative:</b>                     |                    |                  |                   |                   |                   |             |             |             |             |             |             |             |                   |
| Supervisor Fees  | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| FICA Expense   | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Engineering  | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Attorney   | \$ -               | \$ 197           | \$ 516            | \$ 736            | \$ 1,610          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3,059          |
| Annual Audit   | \$ -               | \$ -             | \$ -              | \$ -              | \$ 1,000          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,000          |
| Arbitrage Fees   | \$ -               | \$ -             | \$ 1,350          | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,350          |
| Dissemination Fees                                       | \$ 946             | \$ 946           | \$ 946            | \$ 946            | \$ 946            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 4,732          |
| Assessment Administration                                | \$ 5,732           | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 5,732          |
| Trustee Fees   | \$ 4,041           | \$ 8,889         | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 12,930         |
| Management Fees  | \$ 3,863           | \$ 3,863         | \$ 3,863          | \$ 3,863          | \$ 3,863          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 19,313         |
| Information Technology                                   | \$ 120             | \$ 120           | \$ 120            | \$ 120            | \$ 120            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 598            |
| Website Maintenance                                      | \$ 60              | \$ 60            | \$ 60             | \$ 60             | \$ 60             | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 299            |
| Telephone  | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Postage  | \$ 39              | \$ 8             | \$ 4              | \$ 261            | \$ 7              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 319            |
| Printing & Binding                                       | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Office Supplies  | \$ 0               | \$ 0             | \$ 0              | \$ 0              | \$ 0              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1              |
| Insurance  | \$ 6,561           | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 6,561          |
| Legal Advertising  | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Other Current Charges                                    | \$ -               | \$ -             | \$ 21             | \$ 44             | \$ 39             | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 104            |
| Dues, Licenses & Subscriptions                           | \$ 175             | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 175            |
| <b>Total General &amp; Administrative</b>                | <b>\$ 21,536</b>   | <b>\$ 14,083</b> | <b>\$ 6,879</b>   | <b>\$ 6,029</b>   | <b>\$ 7,645</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 56,172</b>  |
| <b>Operations &amp; Maintenance</b>                      |                    |                  |                   |                   |                   |             |             |             |             |             |             |             |                   |
| <b>Field Expenditures</b>                                |                    |                  |                   |                   |                   |             |             |             |             |             |             |             |                   |
| Property Insurance                                       | \$ 9,628           | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 9,628          |
| Field Management   | \$ 1,378           | \$ 1,378         | \$ 1,378          | \$ 1,378          | \$ 1,378          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 6,891          |
| Landscape Maintenance                                    | \$ 6,900           | \$ 6,900         | \$ 6,900          | \$ 8,187          | \$ 8,187          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 37,074         |
| Landscape Enhancements                                   | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Pond Discing   | \$ -               | \$ 1,350         | \$ 1,350          | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,700          |
| Water & Sewer  | \$ 239             | \$ 388           | \$ 235            | \$ 289            | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,150          |
| Fountain Maintenance                                     | \$ 500             | \$ 500           | \$ 500            | \$ 500            | \$ 500            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,500          |
| Irrigation Repairs                                       | \$ 325             | \$ 486           | \$ 1,114          | \$ 385            | \$ 507            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,817          |
| General Repairs & Maintenance                            | \$ -               | \$ 1,139         | \$ 7,733          | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 8,872          |
| Wall Maintenance   | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Contingency  | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| <b>Total Operations &amp; Maintenance</b>                | <b>\$ 18,970</b>   | <b>\$ 12,140</b> | <b>\$ 19,209</b>  | <b>\$ 10,739</b>  | <b>\$ 10,572</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 71,631</b>  |
| <b>Other Expenditures:</b>                               |                    |                  |                   |                   |                   |             |             |             |             |             |             |             |                   |
| Capital Reserves - Transfer                              | \$ -               | \$ -             | \$ -              | \$ -              | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| <b>Total Other Expenditures</b>                          | <b>\$ -</b>        | <b>\$ -</b>      | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>       |
| <b>Total Expenditures</b>                                | <b>\$ 40,506</b>   | <b>\$ 26,224</b> | <b>\$ 26,088</b>  | <b>\$ 16,768</b>  | <b>\$ 18,218</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 127,803</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ (39,066)</b> | <b>\$ 13,058</b> | <b>\$ 244,947</b> | <b>\$ (4,175)</b> | <b>\$ (6,554)</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 208,210</b> |

**Sandmine Road**  
**Community Development District**  
**Long Term Debt Report**

| <b>Series 2020, Special Assessment Bonds</b> |                                    |                    |
|--|------------------------------------|--------------------|
| Interest Rates:                              | 2.625%, 3.125%, 3.625%, 3.750%     |                    |
| Maturity Date:                               | 5/1/2050                           |                    |
| Reserve Fund Definition                      | 50% of Maximum Annual Debt Service |                    |
| Reserve Fund Requirement                     | \$181,859                          |                    |
| Reserve Fund Balance                         | \$181,859                          |                    |
| Bonds Outstanding - 8/31/20                  |                                    | \$6,590,000        |
| Principal Payment - 5/1/21                   |                                    | (\$130,000)        |
| Principal Payment - 5/1/22                   |                                    | (\$135,000)        |
| Principal Payment - 5/1/23                   |                                    | (\$140,000)        |
| Principal Payment - 5/1/24                   |                                    | (\$140,000)        |
| Principal Payment - 5/1/25                   |                                    | (\$145,000)        |
| <b>Current Bonds Outstanding</b>             |                                    | <b>\$5,900,000</b> |

| <b>Series 2021, Special Assessment Bonds</b> |                                    |                    |
|--|------------------------------------|--------------------|
| Interest Rates:                              | 2.300%, 3.000%, 3.300%, 4.000%     |                    |
| Maturity Date:                               | 11/1/1951                          |                    |
| Reserve Fund Definition                      | 10% of Maximum Annual Debt Service |                    |
| Reserve Fund Requirement                     | \$41,928                           |                    |
| Reserve Fund Balance                         | \$41,928                           |                    |
| Bonds Outstanding - 10/27/21                 |                                    | \$7,495,000        |
| Principal Payment - 5/1/23                   |                                    | (\$155,000)        |
| Principal Payment - 11/1/23                  |                                    | (\$160,000)        |
| Principal Payment - 11/1/24                  |                                    | (\$165,000)        |
| Principal Payment - 11/1/25                  |                                    | (\$170,000)        |
| <b>Current Bonds Outstanding</b>             |                                    | <b>\$6,845,000</b> |

| <b>Series 2022, Special Assessment Bonds</b> |                                    |                    |
|--|------------------------------------|--------------------|
| Interest Rates:                              | 5.000%, 5.750%, 6.600%             |                    |
| Maturity Date:                               | 11/1/2052                          |                    |
| Reserve Fund Definition                      | 10% of Maximum Annual Debt Service |                    |
| Reserve Fund Requirement                     | \$19,194                           |                    |
| Reserve Fund Balance                         | \$19,194                           |                    |
| Bonds Outstanding - 10/26/22                 |                                    | \$2,640,000        |
| Principal Payment - 11/1/23                  |                                    | (\$35,000)         |
| Principal Payment - 11/1/24                  |                                    | (\$40,000)         |
| Principal Payment - 11/1/25                  |                                    | (\$40,000)         |
| <b>Current Bonds Outstanding</b>             |                                    | <b>\$2,525,000</b> |

**Sandmine Road CDD**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2026**

**ON ROLL ASSESSMENTS**

Gross Assessments \$ 396,208.48 \$ 391,095.36 \$ 450,832.53 \$ 206,384.41 \$ 1,444,520.78  
 Net Assessments \$ 368,473.89 \$ 363,718.68 \$ 419,274.25 \$ 191,937.50 \$ 1,343,404.33

27.43%      27.07%      31.21%      14.29%      100.00%

| Date         | Distribution      | Gross Amount           | Discount/Penalty      | Commission            | Interest           | Property Appraiser    | Net Receipts           | General Fund         | 2020 Debt Service    | 2021 Debt Service    | 2022 Debt Service    | Total                  |
|--------------|-------------------|------------------------|-----------------------|-----------------------|--------------------|-----------------------|------------------------|----------------------|----------------------|----------------------|----------------------|------------------------|
| 11/10/25     | 10/20/25-10/21/25 | \$5,523.65             | (\$290.02)            | (\$104.67)            | \$0.00             | \$0.00                | \$5,128.96             | \$1,406.79           | \$1,388.64           | \$1,600.74           | \$732.79             | \$5,128.96             |
| 11/14/25     | 10/01/25-10/31/25 | \$8,545.57             | (\$3,940.81)          | (\$164.07)            | \$0.00             | \$0.00                | \$4,440.69             | \$1,218.01           | \$1,202.29           | \$1,385.93           | \$634.46             | \$4,440.69             |
| 11/21/25     | 11/01/25-11/07/25 | \$70,209.64            | (\$2,753.55)          | (\$1,349.12)          | \$0.00             | \$0.00                | \$66,106.97            | \$18,132.06          | \$17,898.07          | \$20,631.88          | \$9,444.96           | \$66,106.97            |
| 11/26/25     | 11/08/25-11/15/25 | \$66,546.37            | (\$2,662.05)          | (\$1,277.69)          | \$0.00             | \$0.00                | \$62,606.63            | \$17,171.98          | \$16,950.37          | \$19,539.42          | \$8,944.86           | \$62,606.63            |
| 12/01/25     | Inv#4652319       | \$0.00                 | \$0.00                | \$0.00                | \$0.00             | (\$10,483.13)         | (\$10,483.13)          | (\$2,875.35)         | (\$2,838.24)         | (\$3,271.77)         | (\$1,497.77)         | (\$10,483.13)          |
| 12/01/25     | Inv#4652320       | \$0.00                 | \$0.00                | \$0.00                | \$0.00             | (\$3,962.08)          | (\$3,962.08)           | (\$1,086.73)         | (\$1,072.71)         | (\$1,236.56)         | (\$566.08)           | (\$3,962.08)           |
| 12/08/25     | 11/16/25-11/25/25 | \$138,871.32           | (\$5,555.12)          | (\$2,666.32)          | \$0.00             | \$0.00                | \$130,649.88           | \$35,835.13          | \$35,372.67          | \$40,775.61          | \$18,666.47          | \$130,649.88           |
| 12/19/25     | 11/26/25-11/30/25 | \$871,545.85           | (\$34,851.94)         | (\$16,733.88)         | \$0.00             | \$0.00                | \$819,960.03           | \$224,901.66         | \$221,999.27         | \$255,908.16         | \$117,150.94         | \$819,960.03           |
| 12/31/25     | 12/01/25-12/15/25 | \$49,584.22            | (\$1,554.36)          | (\$960.60)            | \$0.00             | \$0.00                | \$47,069.26            | \$12,910.33          | \$12,743.72          | \$14,690.24          | \$6,724.97           | \$47,069.26            |
| 01/09/26     | 12/16/25-12/31/25 | \$40,769.75            | (\$3,064.38)          | (\$754.11)            | \$0.00             | \$0.00                | \$36,951.26            | \$10,135.13          | \$10,004.33          | \$11,532.43          | \$5,279.37           | \$36,951.26            |
| 01/29/26     | 10/01/25-12/31/25 | \$0.00                 | \$0.00                | \$0.00                | \$2,132.21         | \$0.00                | \$2,132.21             | \$584.83             | \$577.28             | \$665.46             | \$304.64             | \$2,132.21             |
| 02/12/26     | 01/01/26-01/31/26 | \$38,932.63            | (\$778.68)            | (\$1,941.22)          | \$0.00             | \$0.00                | \$36,212.73            | \$9,932.56           | \$9,804.38           | \$11,301.93          | \$5,173.86           | \$36,212.73            |
| <b>TOTAL</b> |                   | <b>\$ 1,290,529.00</b> | <b>\$ (55,450.91)</b> | <b>\$ (25,951.68)</b> | <b>\$ 2,132.21</b> | <b>\$ (14,445.21)</b> | <b>\$ 1,196,813.41</b> | <b>\$ 328,266.40</b> | <b>\$ 324,030.07</b> | <b>\$ 373,523.47</b> | <b>\$ 170,993.47</b> | <b>\$ 1,196,813.41</b> |

|                      |                                     |
|----------------------|-------------------------------------|
| <b>89%</b>           | <b>Net Percent Collected</b>        |
| <b>\$ 146,590.92</b> | <b>Balance Remaining to Collect</b> |

# SECTION 3

# **REBATE REPORT**

**\$6,590,000**

**Sandmine Road  
Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)**

**Dated: August 31, 2020  
Delivered: August 31, 2020**

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**Rebate Report to the Computation Date  
August 31, 2028  
Reflecting Activity To  
October 31, 2025**



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**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

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December 1, 2025

Sandmine Road Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$6,590,000 Sandmine Road Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2020 (Assessment Area One)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Sandmine Road Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatale Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatale Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatale Arbitrage.

We have scheduled our next Report as of August 31, 2026. Thank you very much for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the August 31, 2028 Computation Date  
Reflecting Activity from August 31, 2020 through October 31, 2025

| Fund Description                  | Taxable Inv Yield | Net Income         | Rebatable Arbitrage   |
|-----------------------------------|-------------------|--------------------|-----------------------|
| Acquisition and Construction Fund | 0.086880%         | 1,771.74           | (95,160.72)           |
| Cost of Issuance Fund             | 0.007062%         | 0.02               | (8.76)                |
| Capitalized Interest Fund         | 0.006210%         | 0.42               | (323.35)              |
| Debt Service Reserve Fund         | 2.540385%         | 24,358.24          | (13,218.23)           |
| <b>Totals</b>                     | <b>0.860036%</b>  | <b>\$26,130.42</b> | <b>\$(108,711.06)</b> |
| <b>Bond Yield</b>                 | <b>3.680576%</b>  |                    |                       |
| Rebate Computation Credits        |                   |                    | (11,687.68)           |
| <b>Net Rebatable Arbitrage</b>    |                   |                    | <b>\$(120,398.74)</b> |

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from August 31, 2020, the date of the closing, to October 31, 2025, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of August 31, 2028.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between August 31, 2020 and October 31, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

## DEFINITIONS

### 6. Computation Date

August 31, 2028.

### 7. Computation Period

The period beginning on August 31, 2020, the date of the closing, and ending on October 31, 2025.

### 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## 10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

## 12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## 13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

| <b>Fund / Account</b>        | <b>Account Number</b> |
|------------------------------|-----------------------|
| Revenue                      | 272646000             |
| Interest                     | 272646001             |
| Sinking                      | 272646002             |
| Debt Service Reserve         | 272646003             |
| Prepayment                   | 272646004             |
| Acquisition and Construction | 272646005             |
| Costs of Issuance            | 272646006             |

# **METHODOLOGY**

## **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

## **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebateable Arbitrage, as of October 31, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to August 31, 2028. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on August 31, 2028, is the Rebateable Arbitrage.

**\$6,590,000**  
**Sandmine Road Community Development District**  
**(Polk County, Florida)**  
**Special Assessment Bonds, Series 2020**  
**(Assessment Area One)**  
**Delivered: August 31, 2020**

|                         |
|-------------------------|
| <b>Sources of Funds</b> |
|-------------------------|

|                                    |                          |
|------------------------------------|--------------------------|
| <b>Par Amount</b>                  | <b>\$6,590,000.00</b>    |
| <b>Net Original Issue Discount</b> | <b><u>-26,878.00</u></b> |
| <b>Total</b>                       | <b>\$6,563,122.00</b>    |

|                      |
|----------------------|
| <b>Uses of Funds</b> |
|----------------------|

|  |                          |
|--|--------------------------|
| <b>Acquisition and Construction Fund</b> | <b>\$6,004,566.75</b>    |
| <b>Cost of Issuance Fund</b>             | <b>205,625.00</b>        |
| <b>Capitalized Interest Fund</b>         | <b>39,270.87</b>         |
| <b>Debt Service Reserve Fund</b>         | <b>181,859.38</b>        |
| <b>Underwriter's Discount</b>            | <b><u>131,800.00</u></b> |
| <b>Total</b>                             | <b>\$6,563,122.00</b>    |

## PROOF OF ARBITRAGE YIELD

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)

| Date       | Debt Service | Present Value<br>to 08/31/2020<br>@ 3.6805758302% |
|------------|--------------|---|
| 11/01/2020 | 39,270.87    | 39,028.93   |
| 05/01/2021 | 245,881.25   | 239,950.65  |
| 11/01/2021 | 114,175.00   | 109,407.71  |
| 05/01/2022 | 249,175.00   | 234,456.21  |
| 11/01/2022 | 112,403.13   | 103,852.29  |
| 05/01/2023 | 252,403.13   | 228,988.03  |
| 11/01/2023 | 110,565.63   | 98,495.99   |
| 05/01/2024 | 250,565.63   | 219,179.69  |
| 11/01/2024 | 108,728.13   | 93,390.16   |
| 05/01/2025 | 253,728.13   | 213,997.24  |
| 11/01/2025 | 106,825.00   | 88,469.35   |
| 05/01/2026 | 256,825.00   | 208,851.51  |
| 11/01/2026 | 104,481.25   | 83,429.39   |
| 05/01/2027 | 259,481.25   | 203,454.39  |
| 11/01/2027 | 102,059.38   | 78,576.81   |
| 05/01/2028 | 262,059.38   | 198,116.92  |
| 11/01/2028 | 99,559.38    | 73,906.80   |
| 05/01/2029 | 264,559.38   | 192,843.84  |
| 11/01/2029 | 96,981.25    | 69,414.59   |
| 05/01/2030 | 266,981.25   | 187,639.45  |
| 11/01/2030 | 94,325.00    | 65,095.44   |
| 05/01/2031 | 269,325.00   | 182,507.54  |
| 11/01/2031 | 91,153.13    | 60,653.53   |
| 05/01/2032 | 271,153.13   | 177,165.65  |
| 11/01/2032 | 87,890.63    | 56,388.15   |
| 05/01/2033 | 277,890.63   | 175,065.10  |
| 11/01/2033 | 84,446.88    | 52,238.37   |
| 05/01/2034 | 279,446.88   | 169,740.59  |
| 11/01/2034 | 80,912.50    | 48,259.46   |
| 05/01/2035 | 285,912.50   | 167,448.14  |
| 11/01/2035 | 77,196.88    | 44,394.31   |
| 05/01/2036 | 287,196.88   | 162,176.41  |
| 11/01/2036 | 73,390.63    | 40,693.87   |
| 05/01/2037 | 293,390.63   | 159,740.47  |
| 11/01/2037 | 69,403.13    | 37,104.63   |
| 05/01/2038 | 294,403.13   | 154,551.03  |
| 11/01/2038 | 65,325.00    | 33,673.58   |
| 05/01/2039 | 300,325.00   | 152,013.35  |
| 11/01/2039 | 61,065.63    | 30,350.61   |
| 05/01/2040 | 306,065.63   | 149,370.75  |
| 11/01/2040 | 56,625.00    | 27,135.61   |
| 05/01/2041 | 311,625.00   | 146,637.17  |
| 11/01/2041 | 51,843.75    | 23,954.58   |
| 05/01/2042 | 316,843.75   | 143,753.25  |
| 11/01/2042 | 46,875.00    | 20,883.06   |
| 05/01/2043 | 321,875.00   | 140,805.80  |
| 11/01/2043 | 41,718.75    | 17,920.29   |
| 05/01/2044 | 326,718.75   | 137,806.00  |
| 11/01/2044 | 36,375.00    | 15,065.29   |
| 05/01/2045 | 331,375.00   | 134,764.21  |
| 11/01/2045 | 30,843.75    | 12,316.93   |
| 05/01/2046 | 335,843.75   | 131,690.02  |
| 11/01/2046 | 25,125.00    | 9,673.91  |
| 05/01/2047 | 340,125.00   | 128,592.28  |
| 11/01/2047 | 19,218.75    | 7,134.80  |
| 05/01/2048 | 349,218.75   | 127,301.84  |

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PROOF OF ARBITRAGE YIELD

\$6,590,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2020  
 (Assessment Area One)

| Date       | Debt Service  | @ 3.6805758302% | Present Value<br>to 08/31/2020 |
|------------|---------------|-----------------|--------------------------------|
| 11/01/2048 | 13,031.25     |                 | 4,664.48                       |
| 05/01/2049 | 353,031.25    |                 | 124,082.64                     |
| 11/01/2049 | 6,656.25      |                 | 2,297.25                       |
| 05/01/2050 | 361,656.25    |                 | 122,561.65                     |
|            | 10,883,552.24 |                 | 6,563,122.00                   |

Proceeds Summary

|                              |              |
|------------------------------|--------------|
| Delivery date                | 08/31/2020   |
| Par Value                    | 6,590,000.00 |
| Premium (Discount)           | -26,878.00   |
|                              | 6,563,122.00 |
| Target for yield calculation | 6,563,122.00 |

## BOND DEBT SERVICE

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)

| Period Ending | Principal | Coupon | Interest   | Debt Service | Annual Debt Service |
|---------------|-----------|--------|------------|--------------|---------------------|
| 08/31/2020    |           |        |            |              |                     |
| 11/01/2020    |           |        | 39,270.87  | 39,270.87    |                     |
| 05/01/2021    | 130,000   | 2.625% | 115,881.25 | 245,881.25   | 285,152.12          |
| 11/01/2021    |           |        | 114,175.00 | 114,175.00   |                     |
| 05/01/2022    | 135,000   | 2.625% | 114,175.00 | 249,175.00   | 363,350.00          |
| 11/01/2022    |           |        | 112,403.13 | 112,403.13   |                     |
| 05/01/2023    | 140,000   | 2.625% | 112,403.13 | 252,403.13   | 364,806.26          |
| 11/01/2023    |           |        | 110,565.63 | 110,565.63   |                     |
| 05/01/2024    | 140,000   | 2.625% | 110,565.63 | 250,565.63   | 361,131.26          |
| 11/01/2024    |           |        | 108,728.13 | 108,728.13   |                     |
| 05/01/2025    | 145,000   | 2.625% | 108,728.13 | 253,728.13   | 362,456.26          |
| 11/01/2025    |           |        | 106,825.00 | 106,825.00   |                     |
| 05/01/2026    | 150,000   | 3.125% | 106,825.00 | 256,825.00   | 363,650.00          |
| 11/01/2026    |           |        | 104,481.25 | 104,481.25   |                     |
| 05/01/2027    | 155,000   | 3.125% | 104,481.25 | 259,481.25   | 363,962.50          |
| 11/01/2027    |           |        | 102,059.38 | 102,059.38   |                     |
| 05/01/2028    | 160,000   | 3.125% | 102,059.38 | 262,059.38   | 364,118.76          |
| 11/01/2028    |           |        | 99,559.38  | 99,559.38    |                     |
| 05/01/2029    | 165,000   | 3.125% | 99,559.38  | 264,559.38   | 364,118.76          |
| 11/01/2029    |           |        | 96,981.25  | 96,981.25    |                     |
| 05/01/2030    | 170,000   | 3.125% | 96,981.25  | 266,981.25   | 363,962.50          |
| 11/01/2030    |           |        | 94,325.00  | 94,325.00    |                     |
| 05/01/2031    | 175,000   | 3.625% | 94,325.00  | 269,325.00   | 363,650.00          |
| 11/01/2031    |           |        | 91,153.13  | 91,153.13    |                     |
| 05/01/2032    | 180,000   | 3.625% | 91,153.13  | 271,153.13   | 362,306.26          |
| 11/01/2032    |           |        | 87,890.63  | 87,890.63    |                     |
| 05/01/2033    | 190,000   | 3.625% | 87,890.63  | 277,890.63   | 365,781.26          |
| 11/01/2033    |           |        | 84,446.88  | 84,446.88    |                     |
| 05/01/2034    | 195,000   | 3.625% | 84,446.88  | 279,446.88   | 363,893.76          |
| 11/01/2034    |           |        | 80,912.50  | 80,912.50    |                     |
| 05/01/2035    | 205,000   | 3.625% | 80,912.50  | 285,912.50   | 366,825.00          |
| 11/01/2035    |           |        | 77,196.88  | 77,196.88    |                     |
| 05/01/2036    | 210,000   | 3.625% | 77,196.88  | 287,196.88   | 364,393.76          |
| 11/01/2036    |           |        | 73,390.63  | 73,390.63    |                     |
| 05/01/2037    | 220,000   | 3.625% | 73,390.63  | 293,390.63   | 366,781.26          |
| 11/01/2037    |           |        | 69,403.13  | 69,403.13    |                     |
| 05/01/2038    | 225,000   | 3.625% | 69,403.13  | 294,403.13   | 363,806.26          |
| 11/01/2038    |           |        | 65,325.00  | 65,325.00    |                     |
| 05/01/2039    | 235,000   | 3.625% | 65,325.00  | 300,325.00   | 365,650.00          |
| 11/01/2039    |           |        | 61,065.63  | 61,065.63    |                     |
| 05/01/2040    | 245,000   | 3.625% | 61,065.63  | 306,065.63   | 367,131.26          |
| 11/01/2040    |           |        | 56,625.00  | 56,625.00    |                     |
| 05/01/2041    | 255,000   | 3.750% | 56,625.00  | 311,625.00   | 368,250.00          |
| 11/01/2041    |           |        | 51,843.75  | 51,843.75    |                     |
| 05/01/2042    | 265,000   | 3.750% | 51,843.75  | 316,843.75   | 368,687.50          |
| 11/01/2042    |           |        | 46,875.00  | 46,875.00    |                     |
| 05/01/2043    | 275,000   | 3.750% | 46,875.00  | 321,875.00   | 368,750.00          |
| 11/01/2043    |           |        | 41,718.75  | 41,718.75    |                     |
| 05/01/2044    | 285,000   | 3.750% | 41,718.75  | 326,718.75   | 368,437.50          |
| 11/01/2044    |           |        | 36,375.00  | 36,375.00    |                     |
| 05/01/2045    | 295,000   | 3.750% | 36,375.00  | 331,375.00   | 367,750.00          |
| 11/01/2045    |           |        | 30,843.75  | 30,843.75    |                     |
| 05/01/2046    | 305,000   | 3.750% | 30,843.75  | 335,843.75   | 366,687.50          |
| 11/01/2046    |           |        | 25,125.00  | 25,125.00    |                     |
| 05/01/2047    | 315,000   | 3.750% | 25,125.00  | 340,125.00   | 365,250.00          |
| 11/01/2047    |           |        | 19,218.75  | 19,218.75    |                     |
| 05/01/2048    | 330,000   | 3.750% | 19,218.75  | 349,218.75   | 368,437.50          |

## BOND DEBT SERVICE

\$6,590,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2020  
 (Assessment Area One)

| Period<br>Ending | Principal | Coupon | Interest     | Debt Service  | Annual<br>Debt Service |
|------------------|-----------|--------|--------------|---------------|------------------------|
| 11/01/2048       |           |        | 13,031.25    | 13,031.25     |                        |
| 05/01/2049       | 340,000   | 3.750% | 13,031.25    | 353,031.25    | 366,062.50             |
| 11/01/2049       |           |        | 6,656.25     | 6,656.25      |                        |
| 05/01/2050       | 355,000   | 3.750% | 6,656.25     | 361,656.25    | 368,312.50             |
|                  | 6,590,000 |        | 4,293,552.24 | 10,883,552.24 | 10,883,552.24          |

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 08/31/20 | Beg Bal     | -6,004,566.75          | -8,038,880.49                                  |
| 08/31/20 |             | 3,352,115.98           | 4,487,794.19                                   |
| 09/02/20 |             | -0.03                  | -0.04  |
| 10/01/20 |             | 2,035.90               | 2,717.38                                       |
| 10/02/20 |             | -0.89                  | -1.19  |
| 10/16/20 |             | 2,993.57               | 3,989.55                                       |
| 10/26/20 |             | -24.40                 | -32.49   |
| 11/03/20 |             | -0.93                  | -1.24  |
| 12/02/20 |             | -0.89                  | -1.18  |
| 12/21/20 |             | 615,505.95             | 814,903.88                                     |
| 01/05/21 |             | -0.92                  | -1.22  |
| 02/02/21 |             | -0.92                  | -1.21  |
| 02/22/21 |             | 6,313.96               | 8,307.92                                       |
| 03/02/21 |             | -0.84                  | -1.10  |
| 03/23/21 |             | -0.21                  | -0.28  |
| 04/02/21 |             | -0.92                  | -1.21  |
| 05/04/21 |             | -0.89                  | -1.16  |
| 06/02/21 |             | -0.92                  | -1.20  |
| 07/02/21 |             | -0.89                  | -1.16  |
| 07/20/21 |             | 2,021,834.25           | 2,620,741.11                                   |
| 08/03/21 |             | -0.92                  | -1.19  |
| 08/24/21 |             | 155.15                 | 200.42   |
| 08/24/21 |             | 903.20                 | 1,166.72                                       |
| 08/24/21 |             | 320.00                 | 413.36   |
| 08/24/21 |             | 2,537.50               | 3,277.85                                       |
| 09/02/21 |             | -0.94                  | -1.21  |
| 11/02/21 |             | -0.92                  | -1.18  |
| 12/02/21 |             | -0.89                  | -1.14  |
| 12/30/21 |             | -0.64                  | -0.82  |
| 01/04/22 |             | -0.92                  | -1.17  |
| 02/02/22 |             | -0.92                  | -1.17  |
| 03/02/22 |             | -0.85                  | -1.08  |
| 04/04/22 |             | -0.92                  | -1.16  |
| 05/03/22 |             | -0.89                  | -1.12  |
| 06/02/22 |             | -24.60                 | -30.89   |
| 07/05/22 |             | -76.69                 | -95.99   |
| 08/02/22 |             | -147.23                | -183.78  |
| 09/01/22 |             | -238.30                | -296.59  |
| 10/04/22 |             | -274.26                | -340.21  |
| 11/02/22 |             | -372.00                | -460.14  |
| 12/02/22 |             | -464.16                | -572.40  |
| 12/02/22 |             | -0.22                  | -0.27  |
| 01/03/23 |             | -530.83                | -652.56  |
| 02/02/23 |             | -564.90                | -692.41  |
| 03/02/23 |             | -541.82                | -662.10  |
| 04/04/23 |             | -618.13                | -752.91  |
| 05/05/23 |             | -632.97                | -768.57  |

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 06/02/23 |             | -689.77                | -835.25  |
| 07/05/23 |             | -676.96                | -817.00  |
| 08/02/23 |             | -709.28                | -853.67  |
| 09/05/23 |             | -737.87                | -885.12  |
| 10/03/23 |             | -715.73                | -856.13  |
| 11/01/23 |             | -742.27                | -885.36  |
| 12/04/23 |             | -720.94                | -857.04  |
| 01/03/24 |             | -744.60                | -882.57  |
| 02/02/24 |             | -741.44                | -876.25  |
| 03/04/24 |             | -689.01                | -811.65  |
| 04/02/24 |             | -736.57                | -865.22  |
| 05/02/24 |             | -711.88                | -833.68  |
| 06/04/24 |             | -736.44                | -859.65  |
| 07/02/24 |             | -713.07                | -830.01  |
| 08/02/24 |             | -736.37                | -854.53  |
| 09/04/24 |             | -734.66                | -849.79  |
| 10/02/24 |             | -686.34                | -791.65  |
| 11/04/24 |             | -668.77                | -768.89  |
| 12/03/24 |             | -621.29                | -712.20  |
| 12/20/24 |             | -0.82                  | -0.94  |
| 01/03/25 |             | -621.56                | -710.35  |
| 02/04/25 |             | -596.45                | -679.52  |
| 03/04/25 |             | -535.20                | -607.89  |
| 04/02/25 |             | -588.12                | -666.10  |
| 05/02/25 |             | -568.06                | -641.43  |
| 06/03/25 |             | -581.82                | -654.90  |
| 07/02/25 |             | -561.97                | -630.71  |
| 08/04/25 |             | -581.36                | -650.36  |
| 09/03/25 |             | -581.27                | -648.35  |
| 10/02/25 |             | -552.44                | -614.38  |
| 10/31/25 | Bal         | 25,356.45              | 28,116.83                                      |
| 10/31/25 | Acc         | 77.48                  | 85.91  |
| -----    |             |                        |  |
| 08/31/28 | TOTALS:     | 1,771.74               | -95,160.72                                     |
| -----    |             |                        |  |

ISSUE DATE: 08/31/20      REBATABL ARBITRAGE: -95,160.72  
COMP DATE: 08/31/28      NET INCOME: 1,771.74  
BOND YIELD: 3.680576%      TAX INV YIELD: 0.086880%

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)  
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 08/31/20 | Beg Bal     | -205,625.00            | -275,289.60                                    |
| 08/31/20 |             | 50,000.00              | 66,939.72                                      |
| 08/31/20 |             | 30,000.00              | 40,163.83                                      |
| 08/31/20 |             | 42,500.00              | 56,898.76                                      |
| 08/31/20 |             | 6,000.00               | 8,032.77                                       |
| 08/31/20 |             | 40,000.00              | 53,551.78                                      |
| 09/02/20 |             | 30,150.00              | 40,360.56                                      |
| 09/04/20 |             | 5,725.00               | 7,662.27                                       |
| 09/15/20 |             | 1,250.00               | 1,671.12                                       |
| 05/04/21 |             | 0.02                   | 0.03   |
| -----    |             |                        |  |
| 08/31/28 | TOTALS:     | 0.02                   | -8.76  |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 08/31/20  | REBATABLE ARBITRAGE: | -8.76     |
| COMP DATE:  | 08/31/28  | NET INCOME:          | 0.02      |
| BOND YIELD: | 3.680576% | TAX INV YIELD:       | 0.007062% |

\$6,590,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2020  
 (Assessment Area One)  
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 08/31/20 | Beg Bal     | -39,270.87             | -52,575.62                                     |
| 09/02/20 |             | 0.01                   | 0.01   |
| 10/02/20 |             | 0.19                   | 0.25   |
| 11/02/20 |             | 39,270.86              | 52,251.70                                      |
| 11/03/20 |             | 0.20                   | 0.27   |
| 12/02/20 |             | 0.01                   | 0.01   |
| 08/31/21 |             | 0.02                   | 0.03   |
| -----    |             |                        |  |
| 08/31/28 | TOTALS:     | 0.42                   | -323.35  |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 08/31/20  | REBATABLE ARBITRAGE: | -323.35   |
| COMP DATE:  | 08/31/28  | NET INCOME:          | 0.42      |
| BOND YIELD: | 3.680576% | TAX INV YIELD:       | 0.006210% |

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 08/31/20 | Beg Bal     | -181,859.38            | -243,472.32                                    |
| 09/02/20 |             | 0.03                   | 0.04   |
| 10/02/20 |             | 0.89                   | 1.19   |
| 11/03/20 |             | 0.93                   | 1.24   |
| 12/02/20 |             | 0.89                   | 1.18   |
| 01/05/21 |             | 0.92                   | 1.22   |
| 02/02/21 |             | 0.92                   | 1.21   |
| 03/02/21 |             | 0.84                   | 1.10   |
| 03/23/21 |             | 0.21                   | 0.28   |
| 04/02/21 |             | 0.92                   | 1.21   |
| 05/04/21 |             | 0.89                   | 1.16   |
| 06/02/21 |             | 0.92                   | 1.20   |
| 07/02/21 |             | 0.89                   | 1.16   |
| 08/03/21 |             | 0.92                   | 1.19   |
| 09/02/21 |             | 0.94                   | 1.21   |
| 10/04/21 |             | 0.89                   | 1.15   |
| 11/02/21 |             | 0.92                   | 1.18   |
| 12/02/21 |             | 0.89                   | 1.14   |
| 12/30/21 |             | 0.64                   | 0.82   |
| 01/04/22 |             | 0.92                   | 1.17   |
| 02/02/22 |             | 0.92                   | 1.17   |
| 03/02/22 |             | 0.85                   | 1.08   |
| 04/04/22 |             | 0.92                   | 1.16   |
| 05/03/22 |             | 0.89                   | 1.12   |
| 06/02/22 |             | 24.60                  | 30.89  |
| 07/05/22 |             | 76.69                  | 95.99  |
| 08/02/22 |             | 147.23                 | 183.78   |
| 09/01/22 |             | 238.30                 | 296.59   |
| 10/04/22 |             | 274.26                 | 340.21   |
| 11/02/22 |             | 372.00                 | 460.14   |
| 12/02/22 |             | 464.16                 | 572.40   |
| 12/02/22 |             | 0.22                   | 0.27   |
| 01/03/23 |             | 530.83                 | 652.56   |
| 02/02/23 |             | 564.90                 | 692.41   |
| 03/02/23 |             | 541.82                 | 662.10   |
| 04/04/23 |             | 618.13                 | 752.91   |
| 05/05/23 |             | 632.97                 | 768.57   |
| 06/02/23 |             | 689.77                 | 835.25   |
| 07/05/23 |             | 676.96                 | 817.00   |
| 08/02/23 |             | 709.28                 | 853.67   |
| 09/05/23 |             | 737.87                 | 885.12   |
| 10/03/23 |             | 715.73                 | 856.13   |
| 11/01/23 |             | 742.27                 | 885.36   |
| 12/04/23 |             | 720.94                 | 857.04   |
| 01/03/24 |             | 744.60                 | 882.57   |
| 02/02/24 |             | 741.44                 | 876.25   |
| 03/04/24 |             | 689.01                 | 811.65   |

\$6,590,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2020  
(Assessment Area One)  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 04/02/24 |             | 736.57                 | 865.22   |
| 05/02/24 |             | 711.88                 | 833.68   |
| 06/04/24 |             | 736.44                 | 859.65   |
| 07/02/24 |             | 713.07                 | 830.01   |
| 08/02/24 |             | 736.37                 | 854.53   |
| 09/04/24 |             | 734.66                 | 849.79   |
| 10/02/24 |             | 686.34                 | 791.65   |
| 11/04/24 |             | 668.77                 | 768.89   |
| 12/03/24 |             | 621.29                 | 712.20   |
| 12/20/24 |             | 0.82                   | 0.94   |
| 01/03/25 |             | 621.56                 | 710.35   |
| 02/04/25 |             | 596.45                 | 679.52   |
| 03/04/25 |             | 535.20                 | 607.89   |
| 04/02/25 |             | 588.12                 | 666.10   |
| 05/02/25 |             | 568.06                 | 641.43   |
| 06/03/25 |             | 581.82                 | 654.90   |
| 07/02/25 |             | 561.97                 | 630.71   |
| 08/04/25 |             | 581.36                 | 650.36   |
| 09/03/25 |             | 581.27                 | 648.35   |
| 10/02/25 |             | 552.44                 | 614.38   |
| 10/31/25 | Bal         | 181,859.38             | 201,657.11                                     |
| 10/31/25 | Acc         | 570.85                 | 632.99   |
| -----    |             |                        |  |
| 08/31/28 | TOTALS:     | 24,358.24              | -13,218.23                                     |
| -----    |             |                        |  |

|             |           |                      |            |
|-------------|-----------|----------------------|------------|
| ISSUE DATE: | 08/31/20  | REBATABLE ARBITRAGE: | -13,218.23 |
| COMP DATE:  | 08/31/28  | NET INCOME:          | 24,358.24  |
| BOND YIELD: | 3.680576% | TAX INV YIELD:       | 2.540385%  |

\$6,590,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2020  
 (Assessment Area One)  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.680576%) |
|----------|-------------|------------------------|--|
| 08/31/21 |             | -1,780.00              | -2,297.71                                      |
| 08/31/22 |             | -1,830.00              | -2,277.65                                      |
| 08/31/23 |             | -1,960.00              | -2,352.08                                      |
| 08/31/24 |             | -2,070.00              | -2,395.12                                      |
| 08/31/25 |             | -2,120.00              | -2,365.12                                      |
| -----    |             |                        |  |
| 08/31/28 | TOTALS:     | -9,760.00              | -11,687.68                                     |
| -----    |             |                        |  |

ISSUE DATE: 08/31/20    REBATABLE ARBITRAGE: -11,687.68  
 COMP DATE: 08/31/28  
 BOND YIELD: 3.680576%

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- People with mental health problems should be given the opportunity to live in their own homes and communities.

These principles are reflected in the Mental Health Act 1983, which has been amended several times since its enactment.

The Mental Health Act 1983 (MHA) is the primary legislation governing the care and treatment of people with mental health problems in the UK. It sets out the legal framework for the care and treatment of people with mental health problems, and provides for the admission of people with mental health problems to hospital for treatment.

The MHA is a complex piece of legislation, and it is difficult to understand its provisions without the aid of expert advice. The purpose of this paper is to provide a brief overview of the MHA, and to discuss some of the key issues raised by the Act.

The MHA is divided into three parts: Part I, which deals with the admission of people with mental health problems to hospital; Part II, which deals with the treatment of people with mental health problems; and Part III, which deals with the care and treatment of people with mental health problems in the community.

Part I of the MHA sets out the legal framework for the admission of people with mental health problems to hospital. It provides for the admission of people with mental health problems to hospital for treatment, and sets out the conditions under which such admissions may be made.

Part II of the MHA sets out the legal framework for the treatment of people with mental health problems. It provides for the treatment of people with mental health problems, and sets out the conditions under which such treatment may be given.

Part III of the MHA sets out the legal framework for the care and treatment of people with mental health problems in the community. It provides for the care and treatment of people with mental health problems in the community, and sets out the conditions under which such care and treatment may be given.

The MHA is a complex piece of legislation, and it is difficult to understand its provisions without the aid of expert advice. The purpose of this paper is to provide a brief overview of the MHA, and to discuss some of the key issues raised by the Act.

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# **REBATE REPORT**

**\$7,495,000**

**Sandmine Road  
Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)**

**Dated: October 27, 2021  
Delivered: October 27, 2021**

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**Rebate Report to the Computation Date  
October 27, 2029  
Reflecting Activity To  
October 31, 2025**



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**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

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December 1, 2025

Sandmine Road Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$7,495,000 Sandmine Road Community Development District (Polk County, Florida),  
Special Assessment Bonds, Series 2021 (Assessment Area Two)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Sandmine Road Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of October 31, 2026. Thank you very much for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the October 27, 2029 Computation Date  
Reflecting Activity from October 27, 2021 through October 31, 2025

| Fund Description                  | Taxable Inv Yield | Net Income          | Rebatable Arbitrage   |
|-----------------------------------|-------------------|---------------------|-----------------------|
| Acquisition and Construction Fund | 1.752921%         | 171,947.06          | (192,884.12)          |
| Cost of Issuance Fund             | 0.000000%         | 0.00                | (4.09)                |
| Debt Service Reserve Fund         | 3.121412%         | 20,176.08           | (1,561.97)            |
| <b>Totals</b>                     | <b>1.836467%</b>  | <b>\$192,123.14</b> | <b>\$(194,450.18)</b> |
| <b>Bond Yield</b>                 | <b>3.318997%</b>  |                     |                       |
| Rebate Computation Credits        |                   |                     | (9,550.89)            |
| <b>Net Rebatable Arbitrage</b>    |                   |                     | <b>\$(204,001.07)</b> |

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from October 27, 2021, the date of the closing, to October 31, 2025, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of October 27, 2029.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between October 27, 2021 and October 31, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

## DEFINITIONS

### **6. Computation Date**

October 27, 2029.

### **7. Computation Period**

The period beginning on October 27, 2021, the date of the closing, and ending on October 31, 2025.

### **8. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## 10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

## 12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## 13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

| <b>Fund / Account</b>        | <b>Account Number</b> |
|------------------------------|-----------------------|
| Revenue                      | 238537000             |
| Interest                     | 238537001             |
| Sinking                      | 238537002             |
| Debt Service Reserve         | 238537003             |
| Prepayment                   | 238537004             |
| Acquisition and Construction | 238537005             |
| Costs of Issuance            | 238537006             |

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebateable Arbitrage, as of October 31, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 27, 2029. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 27, 2029, is the Rebateable Arbitrage.

**\$7,495,000**  
**Sandmine Road Community Development District**  
**(Polk County, Florida)**  
**Special Assessment Bonds, Series 2021**  
**(Assessment Area Two)**  
**Delivered: October 27, 2021**

|                         |
|-------------------------|
| <b>Sources of Funds</b> |
|-------------------------|

|                               |                       |
|-------------------------------|-----------------------|
| <b>Par Amount</b>             | <b>\$7,495,000.00</b> |
| <b>Original Issue Premium</b> | <b>144,562.60</b>     |
| <b>Total</b>                  | <b>\$7,639,562.60</b> |

|                      |
|----------------------|
| <b>Uses of Funds</b> |
|----------------------|

|  |                       |
|--|-----------------------|
| <b>Acquisition and Construction Fund</b> | <b>\$7,110,550.10</b> |
| <b>Cost of Issuance Fund</b>             | <b>169,475.00</b>     |
| <b>Debt Service Reserve Fund</b>         | <b>209,637.50</b>     |
| <b>Underwriter's Discount</b>            | <b>149,900.00</b>     |
| <b>Total</b>                             | <b>\$7,639,562.60</b> |

## PROOF OF ARBITRAGE YIELD

\$7,495,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)

| Date       | Debt Service  | Present Value<br>to 10/27/2021<br>@ 3.3189966459% |
|------------|---------------|---|
| 05/01/2022 | 132,891.44    | 130,674.31  |
| 11/01/2022 | 285,002.50    | 275,672.79  |
| 05/01/2023 | 128,220.00    | 121,998.09  |
| 11/01/2023 | 288,220.00    | 269,757.43  |
| 05/01/2024 | 126,380.00    | 116,353.57  |
| 11/01/2024 | 291,380.00    | 263,884.04  |
| 05/01/2025 | 124,482.50    | 110,895.45  |
| 11/01/2025 | 294,482.50    | 258,057.78  |
| 05/01/2026 | 122,527.50    | 105,619.25  |
| 11/01/2026 | 292,527.50    | 248,043.72  |
| 05/01/2027 | 120,572.50    | 100,568.47  |
| 11/01/2027 | 295,572.50    | 242,509.99  |
| 05/01/2028 | 117,947.50    | 95,193.30   |
| 11/01/2028 | 297,947.50    | 236,542.64  |
| 05/01/2029 | 115,247.50    | 90,002.22   |
| 11/01/2029 | 300,247.50    | 230,649.84  |
| 05/01/2030 | 112,472.50    | 84,990.85   |
| 11/01/2030 | 302,472.50    | 224,834.90  |
| 05/01/2031 | 109,622.50    | 80,154.81   |
| 11/01/2031 | 3,689,622.50  | 2,653,773.46                                      |
| 05/01/2032 | 39,022.50     | 27,608.90   |
| 11/01/2032 | 244,022.50    | 169,830.57  |
| 05/01/2033 | 35,640.00     | 24,399.21   |
| 11/01/2033 | 245,640.00    | 165,420.43  |
| 05/01/2034 | 32,175.00     | 21,313.79   |
| 11/01/2034 | 247,175.00    | 161,064.07  |
| 05/01/2035 | 28,627.50     | 18,349.73   |
| 11/01/2035 | 253,627.50    | 159,916.97  |
| 05/01/2036 | 24,915.00     | 15,452.94   |
| 11/01/2036 | 254,915.00    | 155,524.09  |
| 05/01/2037 | 21,120.00     | 12,675.01   |
| 11/01/2037 | 261,120.00    | 154,151.06  |
| 05/01/2038 | 17,160.00     | 9,964.96  |
| 11/01/2038 | 262,160.00    | 149,753.46  |
| 05/01/2039 | 13,117.50     | 7,370.78  |
| 11/01/2039 | 268,117.50    | 148,197.09  |
| 05/01/2040 | 8,910.00      | 4,844.45  |
| 11/01/2040 | 273,910.00    | 146,496.24  |
| 05/01/2041 | 4,537.50      | 2,387.19  |
| 11/01/2041 | 279,537.50    | 144,664.76  |
|            | 10,363,288.94 | 7,639,562.60                                      |

Proceeds Summary

|                              |              |
|------------------------------|--------------|
| Delivery date                | 10/27/2021   |
| Par Value                    | 7,495,000.00 |
| Premium (Discount)           | 144,562.60   |
| Target for yield calculation | 7,639,562.60 |

## PROOF OF ARBITRAGE YIELD

\$7,495,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2021  
 (Assessment Area Two)

Assumed Call/Computation Dates for Premium Bonds

| Bond Component | Maturity Date | Rate   | Yield  | Call Date  | Call Price | Yield To Call/Maturity |
|----------------|---------------|--------|--------|------------|------------|------------------------|
| TERM04         | 11/01/2042    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2043    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2044    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2045    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2046    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2047    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2048    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2049    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2050    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |
| TERM04         | 11/01/2051    | 4.000% | 3.490% | 11/01/2031 | 100.000    | 3.4900762%             |

Rejected Call/Computation Dates for Premium Bonds

| Bond Component | Maturity Date | Rate   | Yield  | Call Date | Call Price | Yield To Call/Maturity | Increase to Yield |
|----------------|---------------|--------|--------|-----------|------------|------------------------|-------------------|
| TERM04         | 11/01/2042    | 4.000% | 3.490% |           |            | 3.7052098%             | 0.2151335%        |
| TERM04         | 11/01/2043    | 4.000% | 3.490% |           |            | 3.7138368%             | 0.2237605%        |
| TERM04         | 11/01/2044    | 4.000% | 3.490% |           |            | 3.7216718%             | 0.2315956%        |
| TERM04         | 11/01/2045    | 4.000% | 3.490% |           |            | 3.7288142%             | 0.2387379%        |
| TERM04         | 11/01/2046    | 4.000% | 3.490% |           |            | 3.7353471%             | 0.2452709%        |
| TERM04         | 11/01/2047    | 4.000% | 3.490% |           |            | 3.7413413%             | 0.2512650%        |
| TERM04         | 11/01/2048    | 4.000% | 3.490% |           |            | 3.7468566%             | 0.2567804%        |
| TERM04         | 11/01/2049    | 4.000% | 3.490% |           |            | 3.7519448%             | 0.2618686%        |
| TERM04         | 11/01/2050    | 4.000% | 3.490% |           |            | 3.7566502%             | 0.2665739%        |
| TERM04         | 11/01/2051    | 4.000% | 3.490% |           |            | 3.7610113%             | 0.2709351%        |

## BOND DEBT SERVICE

\$7,495,000

Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)

| Period Ending | Principal | Coupon | Interest   | Debt Service | Annual Debt Service |
|---------------|-----------|--------|------------|--------------|---------------------|
| 10/27/2021    |           |        |            |              |                     |
| 05/01/2022    |           |        | 132,891.44 | 132,891.44   |                     |
| 11/01/2022    | 155,000   | 2.300% | 130,002.50 | 285,002.50   | 417,893.94          |
| 05/01/2023    |           |        | 128,220.00 | 128,220.00   |                     |
| 11/01/2023    | 160,000   | 2.300% | 128,220.00 | 288,220.00   | 416,440.00          |
| 05/01/2024    |           |        | 126,380.00 | 126,380.00   |                     |
| 11/01/2024    | 165,000   | 2.300% | 126,380.00 | 291,380.00   | 417,760.00          |
| 05/01/2025    |           |        | 124,482.50 | 124,482.50   |                     |
| 11/01/2025    | 170,000   | 2.300% | 124,482.50 | 294,482.50   | 418,965.00          |
| 05/01/2026    |           |        | 122,527.50 | 122,527.50   |                     |
| 11/01/2026    | 170,000   | 2.300% | 122,527.50 | 292,527.50   | 415,055.00          |
| 05/01/2027    |           |        | 120,572.50 | 120,572.50   |                     |
| 11/01/2027    | 175,000   | 3.000% | 120,572.50 | 295,572.50   | 416,145.00          |
| 05/01/2028    |           |        | 117,947.50 | 117,947.50   |                     |
| 11/01/2028    | 180,000   | 3.000% | 117,947.50 | 297,947.50   | 415,895.00          |
| 05/01/2029    |           |        | 115,247.50 | 115,247.50   |                     |
| 11/01/2029    | 185,000   | 3.000% | 115,247.50 | 300,247.50   | 415,495.00          |
| 05/01/2030    |           |        | 112,472.50 | 112,472.50   |                     |
| 11/01/2030    | 190,000   | 3.000% | 112,472.50 | 302,472.50   | 414,945.00          |
| 05/01/2031    |           |        | 109,622.50 | 109,622.50   |                     |
| 11/01/2031    | 200,000   | 3.000% | 109,622.50 | 309,622.50   | 419,245.00          |
| 05/01/2032    |           |        | 106,622.50 | 106,622.50   |                     |
| 11/01/2032    | 205,000   | 3.300% | 106,622.50 | 311,622.50   | 418,245.00          |
| 05/01/2033    |           |        | 103,240.00 | 103,240.00   |                     |
| 11/01/2033    | 210,000   | 3.300% | 103,240.00 | 313,240.00   | 416,480.00          |
| 05/01/2034    |           |        | 99,775.00  | 99,775.00    |                     |
| 11/01/2034    | 215,000   | 3.300% | 99,775.00  | 314,775.00   | 414,550.00          |
| 05/01/2035    |           |        | 96,227.50  | 96,227.50    |                     |
| 11/01/2035    | 225,000   | 3.300% | 96,227.50  | 321,227.50   | 417,455.00          |
| 05/01/2036    |           |        | 92,515.00  | 92,515.00    |                     |
| 11/01/2036    | 230,000   | 3.300% | 92,515.00  | 322,515.00   | 415,030.00          |
| 05/01/2037    |           |        | 88,720.00  | 88,720.00    |                     |
| 11/01/2037    | 240,000   | 3.300% | 88,720.00  | 328,720.00   | 417,440.00          |
| 05/01/2038    |           |        | 84,760.00  | 84,760.00    |                     |
| 11/01/2038    | 245,000   | 3.300% | 84,760.00  | 329,760.00   | 414,520.00          |
| 05/01/2039    |           |        | 80,717.50  | 80,717.50    |                     |
| 11/01/2039    | 255,000   | 3.300% | 80,717.50  | 335,717.50   | 416,435.00          |
| 05/01/2040    |           |        | 76,510.00  | 76,510.00    |                     |
| 11/01/2040    | 265,000   | 3.300% | 76,510.00  | 341,510.00   | 418,020.00          |
| 05/01/2041    |           |        | 72,137.50  | 72,137.50    |                     |
| 11/01/2041    | 275,000   | 3.300% | 72,137.50  | 347,137.50   | 419,275.00          |
| 05/01/2042    |           |        | 67,600.00  | 67,600.00    |                     |
| 11/01/2042    | 280,000   | 4.000% | 67,600.00  | 347,600.00   | 415,200.00          |
| 05/01/2043    |           |        | 62,000.00  | 62,000.00    |                     |
| 11/01/2043    | 295,000   | 4.000% | 62,000.00  | 357,000.00   | 419,000.00          |
| 05/01/2044    |           |        | 56,100.00  | 56,100.00    |                     |
| 11/01/2044    | 305,000   | 4.000% | 56,100.00  | 361,100.00   | 417,200.00          |
| 05/01/2045    |           |        | 50,000.00  | 50,000.00    |                     |
| 11/01/2045    | 315,000   | 4.000% | 50,000.00  | 365,000.00   | 415,000.00          |
| 05/01/2046    |           |        | 43,700.00  | 43,700.00    |                     |
| 11/01/2046    | 330,000   | 4.000% | 43,700.00  | 373,700.00   | 417,400.00          |
| 05/01/2047    |           |        | 37,100.00  | 37,100.00    |                     |
| 11/01/2047    | 345,000   | 4.000% | 37,100.00  | 382,100.00   | 419,200.00          |
| 05/01/2048    |           |        | 30,200.00  | 30,200.00    |                     |
| 11/01/2048    | 355,000   | 4.000% | 30,200.00  | 385,200.00   | 415,400.00          |
| 05/01/2049    |           |        | 23,100.00  | 23,100.00    |                     |
| 11/01/2049    | 370,000   | 4.000% | 23,100.00  | 393,100.00   | 416,200.00          |

## BOND DEBT SERVICE

\$7,495,000

Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)

| Period<br>Ending | Principal | Coupon | Interest     | Debt Service  | Annual<br>Debt Service |
|------------------|-----------|--------|--------------|---------------|------------------------|
| 05/01/2050       |           |        | 15,700.00    | 15,700.00     |                        |
| 11/01/2050       | 385,000   | 4.000% | 15,700.00    | 400,700.00    | 416,400.00             |
| 05/01/2051       |           |        | 8,000.00     | 8,000.00      |                        |
| 11/01/2051       | 400,000   | 4.000% | 8,000.00     | 408,000.00    | 416,000.00             |
|                  | 7,495,000 |        | 5,007,288.94 | 12,502,288.94 | 12,502,288.94          |

\$7,495,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.318997%) |
|----------|-------------|------------------------|--|
| 10/27/21 | Beg Bal     | -7,110,550.10          | -9,252,745.05                                  |
| 11/02/21 |             | -0.17                  | -0.22  |
| 12/02/21 |             | -1.03                  | -1.34  |
| 12/30/21 |             | -0.74                  | -0.96  |
| 01/04/22 |             | -1.07                  | -1.38  |
| 01/07/22 |             | 224.00                 | 289.62   |
| 01/07/22 |             | 688.50                 | 890.21   |
| 02/02/22 |             | -1.07                  | -1.38  |
| 02/14/22 |             | 1,380,412.31           | 1,778,800.13                                   |
| 03/02/22 |             | -0.98                  | -1.26  |
| 04/04/22 |             | -1.07                  | -1.37  |
| 04/26/22 |             | 1,270.00               | 1,625.78                                       |
| 04/26/22 |             | 1,133.00               | 1,450.40                                       |
| 04/26/22 |             | 185.50                 | 237.47   |
| 05/03/22 |             | -1.03                  | -1.32  |
| 06/02/22 |             | -28.35                 | -36.17   |
| 07/05/22 |             | -88.40                 | -112.45  |
| 08/02/22 |             | -169.71                | -215.35  |
| 09/02/22 |             | -274.56                | -347.45  |
| 10/04/22 |             | -316.15                | -398.91  |
| 11/02/22 |             | -428.82                | -539.69  |
| 12/02/22 |             | -535.05                | -671.55  |
| 12/02/22 |             | 96.00                  | 120.49   |
| 12/06/22 |             | 96.00                  | 120.45   |
| 12/06/22 |             | 854.00                 | 1,071.47                                       |
| 12/21/22 |             | -6.07                  | -7.61  |
| 12/21/22 |             | -1.04                  | -1.30  |
| 12/22/22 |             | -0.26                  | -0.33  |
| 01/04/23 |             | -611.91                | -765.77  |
| 02/02/23 |             | -651.19                | -812.84  |
| 03/02/23 |             | -624.58                | -777.49  |
| 03/27/23 |             | 2,543,292.83           | 3,158,720.53                                   |
| 04/04/23 |             | -712.55                | -884.41  |
| 05/02/23 |             | -729.66                | -903.33  |
| 05/05/23 |             | 944,844.00             | 1,169,407.65                                   |
| 05/16/23 |             | 2,000.00               | 2,472.86                                       |
| 06/02/23 |             | -795.13                | -981.68  |
| 07/05/23 |             | -780.36                | -960.55  |
| 08/02/23 |             | -817.62                | -1,003.93                                      |
| 08/09/23 |             | 2,403,434.07           | 2,949,206.69                                   |
| 09/05/23 |             | -850.58                | -1,041.25                                      |
| 10/03/23 |             | -825.05                | -1,007.42                                      |
| 11/02/23 |             | -855.65                | -1,042.01                                      |
| 12/04/23 |             | -831.06                | -1,009.11                                      |
| 01/03/24 |             | -858.33                | -1,039.46                                      |
| 01/29/24 |             | 1,080.00               | 1,304.81                                       |
| 02/02/24 |             | -854.70                | -1,032.33                                      |

\$7,495,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.318997%) |
|----------|-------------|------------------------|--|
| 03/04/24 |             | -794.25                | -956.51  |
| 04/02/24 |             | -849.08                | -1,019.93                                      |
| 05/02/24 |             | -820.62                | -983.04  |
| 06/04/24 |             | -848.93                | -1,013.98                                      |
| 07/02/24 |             | -821.99                | -979.29  |
| 08/02/24 |             | -848.84                | -1,008.51                                      |
| 08/22/24 |             | -167,710.00            | -198,893.13                                    |
| 09/04/24 |             | -628.17                | -744.15  |
| 10/02/24 |             | -158.29                | -187.04  |
| 11/04/24 |             | -154.18                | -181.65  |
| 12/03/24 |             | -143.24                | -168.31  |
| 12/20/24 |             | -0.19                  | -0.22  |
| 01/03/25 |             | -143.30                | -167.92  |
| 02/04/25 |             | -137.51                | -160.68  |
| 03/04/25 |             | -123.39                | -143.79  |
| 04/02/25 |             | -135.59                | -157.60  |
| 05/02/25 |             | -130.97                | -151.81  |
| 06/03/25 |             | -134.14                | -155.05  |
| 07/02/25 |             | -129.56                | -149.36  |
| 08/04/25 |             | -134.03                | -154.06  |
| 09/03/25 |             | -134.01                | -153.63  |
| 10/02/25 |             | -127.36                | -145.62  |
| 10/31/25 | Bal         | 190,054.31             | 216,741.61                                     |
| 10/31/25 | Acc         | 594.22                 | 677.66   |
| -----    |             |                        |  |
| 10/27/29 | TOTALS:     | 171,947.06             | -192,884.12                                    |
| -----    |             |                        |  |

ISSUE DATE: 10/27/21 REBATABLE ARBITRAGE: -192,884.12  
COMP DATE: 10/27/29 NET INCOME: 171,947.06  
BOND YIELD: 3.318997% TAX INV YIELD: 1.752921%

\$7,495,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)  
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.318997%) |
|----------|-------------|------------------------|--|
| 10/27/21 | Beg Bal     | -169,475.00            | -220,532.72                                    |
| 10/27/21 |             | 30,000.00              | 39,038.10                                      |
| 10/27/21 |             | 6,000.00               | 7,807.62                                       |
| 10/27/21 |             | 1,750.00               | 2,277.22                                       |
| 10/27/21 |             | 36,000.00              | 46,845.72                                      |
| 10/27/21 |             | 50,000.00              | 65,063.50                                      |
| 10/27/21 |             | 40,000.00              | 52,050.80                                      |
| 11/03/21 |             | 5,725.00               | 7,445.68                                       |
| -----    |             |                        |  |
| 10/27/29 | TOTALS:     | 0.00                   | -4.09  |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 10/27/21  | REBATABLE ARBITRAGE: | -4.09     |
| COMP DATE:  | 10/27/29  | NET INCOME:          | 0.00      |
| BOND YIELD: | 3.318997% | TAX INV YIELD:       | 0.000000% |

\$7,495,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.318997%) |
|----------|-------------|------------------------|--|
| 10/27/21 | Beg Bal     | -209,637.50            | -272,794.98                                    |
| 11/02/21 |             | 0.17                   | 0.22   |
| 12/02/21 |             | 1.03                   | 1.34   |
| 12/30/21 |             | 0.74                   | 0.96   |
| 01/04/22 |             | 1.07                   | 1.38   |
| 02/02/22 |             | 1.07                   | 1.38   |
| 03/02/22 |             | 0.98                   | 1.26   |
| 04/04/22 |             | 1.07                   | 1.37   |
| 05/03/22 |             | 1.03                   | 1.32   |
| 06/02/22 |             | 28.35                  | 36.17  |
| 07/05/22 |             | 88.40                  | 112.45   |
| 08/02/22 |             | 169.71                 | 215.35   |
| 09/02/22 |             | 274.56                 | 347.45   |
| 10/04/22 |             | 316.15                 | 398.91   |
| 11/02/22 |             | 428.82                 | 539.69   |
| 12/02/22 |             | 535.05                 | 671.55   |
| 12/22/22 |             | 0.26                   | 0.33   |
| 01/04/23 |             | 611.91                 | 765.77   |
| 02/02/23 |             | 651.19                 | 812.84   |
| 03/02/23 |             | 624.58                 | 777.49   |
| 04/04/23 |             | 712.55                 | 884.41   |
| 05/02/23 |             | 729.66                 | 903.33   |
| 06/02/23 |             | 795.13                 | 981.68   |
| 07/05/23 |             | 780.36                 | 960.55   |
| 08/02/23 |             | 817.62                 | 1,003.93                                       |
| 09/05/23 |             | 850.58                 | 1,041.25                                       |
| 10/03/23 |             | 825.05                 | 1,007.42                                       |
| 11/02/23 |             | 855.65                 | 1,042.01                                       |
| 12/04/23 |             | 831.06                 | 1,009.11                                       |
| 01/03/24 |             | 858.33                 | 1,039.46                                       |
| 02/02/24 |             | 854.70                 | 1,032.33                                       |
| 03/04/24 |             | 794.25                 | 956.51   |
| 04/02/24 |             | 849.08                 | 1,019.93                                       |
| 05/02/24 |             | 820.62                 | 983.04   |
| 06/04/24 |             | 848.93                 | 1,013.98                                       |
| 07/02/24 |             | 821.99                 | 979.29   |
| 08/02/24 |             | 848.84                 | 1,008.51                                       |
| 08/22/24 |             | 167,710.00             | 198,893.13                                     |
| 09/04/24 |             | 628.17                 | 744.15   |
| 10/02/24 |             | 158.29                 | 187.04   |
| 11/04/24 |             | 154.18                 | 181.65   |
| 12/03/24 |             | 143.24                 | 168.31   |
| 12/20/24 |             | 0.19                   | 0.22   |
| 01/03/25 |             | 143.30                 | 167.92   |
| 02/04/25 |             | 137.51                 | 160.68   |
| 03/04/25 |             | 123.39                 | 143.79   |
| 04/02/25 |             | 135.59                 | 157.60   |

\$7,495,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2021  
(Assessment Area Two)  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.318997%) |
|----------|-------------|------------------------|--|
| 05/02/25 |             | 130.97                 | 151.81   |
| 06/03/25 |             | 134.14                 | 155.05   |
| 07/02/25 |             | 129.56                 | 149.36   |
| 08/04/25 |             | 134.03                 | 154.06   |
| 09/03/25 |             | 134.01                 | 153.63   |
| 10/02/25 |             | 127.36                 | 145.62   |
| 10/31/25 | Bal         | 41,927.50              | 47,814.93                                      |
| 10/31/25 | Acc         | 131.61                 | 150.09   |
| -----    |             |                        |  |
| 10/27/29 | TOTALS:     | 20,176.08              | -1,561.97                                      |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 10/27/21  | REBATABLE ARBITRAGE: | -1,561.97 |
| COMP DATE:  | 10/27/29  | NET INCOME:          | 20,176.08 |
| BOND YIELD: | 3.318997% | TAX INV YIELD:       | 3.121412% |

\$7,495,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2021  
 (Assessment Area Two)  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(3.318997%) |
|----------|-------------|------------------------|--|
| 10/27/22 |             | -1,830.00              | -2,304.21                                      |
| 10/27/23 |             | -1,960.00              | -2,387.99                                      |
| 10/27/24 |             | -2,070.00              | -2,440.34                                      |
| 10/27/25 |             | -2,120.00              | -2,418.35                                      |
| -----    |             |                        |  |
| 10/27/29 | TOTALS:     | -7,980.00              | -9,550.89                                      |
| -----    |             |                        |  |

ISSUE DATE: 10/27/21    REBATABLE ARBITRAGE: -9,550.89  
 COMP DATE: 10/27/29  
 BOND YIELD: 3.318997%

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia. This has led to a focus on the development of psychosocial interventions, which aim to help people with schizophrenia to live more independently and to participate more fully in society (2).

One of the most common psychosocial interventions is cognitive behavioural therapy (CBT). CBT is a form of therapy that helps people to change their thoughts and behaviours. It is based on the idea that our thoughts, feelings and behaviours are all interconnected and can influence each other (3).

CBT has been shown to be effective in helping people with schizophrenia to manage their symptoms and to improve their quality of life. It can help people to develop coping strategies, to challenge negative thoughts and to build self-esteem (4).

However, CBT is not suitable for everyone. Some people may find it difficult to engage with the therapy, or they may not have the resources to access it. This is where self-help CBT comes in.

Self-help CBT is a form of therapy that can be used by people with schizophrenia to manage their symptoms and to improve their quality of life. It is based on the same principles as CBT, but it is designed to be used by people who do not have access to a therapist (5).

Self-help CBT can be used in a number of ways. It can be used as a stand-alone intervention, or it can be used in conjunction with other forms of therapy. It can be used to help people to manage their symptoms, to develop coping strategies and to improve their quality of life (6).

There is a growing body of evidence to suggest that self-help CBT is an effective intervention for people with schizophrenia. It has been shown to be effective in helping people to manage their symptoms and to improve their quality of life (7).

Self-help CBT is a promising intervention for people with schizophrenia. It is a form of therapy that can be used by people who do not have access to a therapist. It is based on the same principles as CBT, but it is designed to be used by people who do not have access to a therapist (8).

Self-help CBT can be used in a number of ways. It can be used as a stand-alone intervention, or it can be used in conjunction with other forms of therapy. It can be used to help people to manage their symptoms, to develop coping strategies and to improve their quality of life (9).

There is a growing body of evidence to suggest that self-help CBT is an effective intervention for people with schizophrenia. It has been shown to be effective in helping people to manage their symptoms and to improve their quality of life (10).

Self-help CBT is a promising intervention for people with schizophrenia. It is a form of therapy that can be used by people who do not have access to a therapist. It is based on the same principles as CBT, but it is designed to be used by people who do not have access to a therapist (11).

Self-help CBT can be used in a number of ways. It can be used as a stand-alone intervention, or it can be used in conjunction with other forms of therapy. It can be used to help people to manage their symptoms, to develop coping strategies and to improve their quality of life (12).

There is a growing body of evidence to suggest that self-help CBT is an effective intervention for people with schizophrenia. It has been shown to be effective in helping people to manage their symptoms and to improve their quality of life (13).

Self-help CBT is a promising intervention for people with schizophrenia. It is a form of therapy that can be used by people who do not have access to a therapist. It is based on the same principles as CBT, but it is designed to be used by people who do not have access to a therapist (14).

Self-help CBT can be used in a number of ways. It can be used as a stand-alone intervention, or it can be used in conjunction with other forms of therapy. It can be used to help people to manage their symptoms, to develop coping strategies and to improve their quality of life (15).

There is a growing body of evidence to suggest that self-help CBT is an effective intervention for people with schizophrenia. It has been shown to be effective in helping people to manage their symptoms and to improve their quality of life (16).

Self-help CBT is a promising intervention for people with schizophrenia. It is a form of therapy that can be used by people who do not have access to a therapist. It is based on the same principles as CBT, but it is designed to be used by people who do not have access to a therapist (17).

# **REBATE REPORT**

**\$2,640,000**

**Sandmine Road  
Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022  
(Assessment Area Three)**

**Dated: October 26, 2022  
Delivered: October 26, 2022**

---

**Rebate Report to the Computation Date  
October 26, 2025  
Reflecting Activity To  
October 26, 2025**



**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

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Avon, CT 06001  
(T) 860-321-7521  
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December 1, 2025

Sandmine Road Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$2,640,000 Sandmine Road Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2022 (Assessment Area Three)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Sandmine Road Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatale Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatale Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatale Arbitrage.

We have scheduled our next Report as of October 31, 2026. Thank you very much for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the October 26, 2025 Computation Date  
Reflecting Activity from October 26, 2022 through October 26, 2025

| Fund Description                  | Taxable Inv Yield | Net Income          | Rebatable Arbitrage  |
|-----------------------------------|-------------------|---------------------|----------------------|
| Acquisition and Construction Fund | 3.807621%         | 99,106.52           | (62,574.95)          |
| Cost of Issuance Fund             | 2.453958%         | 0.80                | (1.33)               |
| Debt Service Reserve Fund         | 4.421233%         | 8,664.37            | (3,250.75)           |
| <b>Totals</b>                     | <b>3.849817%</b>  | <b>\$107,771.69</b> | <b>\$(65,827.03)</b> |
| <b>Bond Yield</b>                 | <b>5.924805%</b>  |                     |                      |
| Rebate Computation Credits        |                   |                     | (6,517.24)           |
| <b>Net Rebatable Arbitrage</b>    |                   |                     | <b>\$(72,344.27)</b> |

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from October 26, 2022, the date of the closing, to October 26, 2025, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of October 26, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between October 26, 2022 and October 26, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

## DEFINITIONS

### 6. Computation Date

October 26, 2025.

### 7. Computation Period

The period beginning on October 26, 2022, the date of the closing, and ending on October 26, 2025, the Computation Date.

### 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## 10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

## 12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## 13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

| <b>Fund / Account</b>        | <b>Account Number</b> |
|------------------------------|-----------------------|
| Revenue                      | 218061000             |
| Interest                     | 218061001             |
| Sinking                      | 218061002             |
| Debt Service Reserve         | 218061004             |
| Prepayment                   | 218061003             |
| Acquisition and Construction | 218061005             |
| Costs of Issuance            | 218061006             |

# **METHODOLOGY**

## **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

## **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebateable Arbitrage, as of October 26, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 26, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 26, 2025, is the Rebateable Arbitrage.

**\$2,640,000**  
**Sandmine Road Community Development District**  
**(Polk County, Florida)**  
**Special Assessment Bonds, Series 2022**  
**(Assessment Area Three)**  
**Delivered: October 26, 2022**

|                         |  |
|-------------------------|--|
| <b>Sources of Funds</b> |  |
|-------------------------|--|

|                                    |                       |
|------------------------------------|-----------------------|
| <b>Par Amount</b>                  | <b>\$2,640,000.00</b> |
| <b>Net Original Issue Discount</b> | <b>-12,001.30</b>     |
| <b>Total</b>                       | <b>\$2,627,998.70</b> |

|                      |  |
|----------------------|--|
| <b>Uses of Funds</b> |  |
|----------------------|--|

|  |                       |
|--|-----------------------|
| <b>Acquisition and Construction Fund</b> | <b>\$2,293,579.95</b> |
| <b>Cost of Issuance Fund</b>             | <b>185,650.00</b>     |
| <b>Debt Service Reserve Fund</b>         | <b>95,968.75</b>      |
| <b>Underwriter's Discount</b>            | <b>52,800.00</b>      |
| <b>Total</b>                             | <b>\$2,627,998.70</b> |

## PROOF OF ARBITRAGE YIELD

\$2,640,000  
 Sandmind Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 (Assessment Area Three)

| Date       | Debt Service | Present Value<br>to 10/26/2022<br>@ 5.9248047786% |
|------------|--------------|---|
| 05/01/2023 | 78,663.54    | 76,338.33   |
| 11/01/2023 | 111,537.50   | 105,126.30  |
| 05/01/2024 | 75,662.50    | 69,261.60   |
| 11/01/2024 | 115,662.50   | 102,831.39  |
| 05/01/2025 | 74,662.50    | 64,469.90   |
| 11/01/2025 | 114,662.50   | 96,160.61   |
| 05/01/2026 | 73,662.50    | 59,998.94   |
| 11/01/2026 | 113,662.50   | 89,915.73   |
| 05/01/2027 | 72,662.50    | 55,827.75   |
| 11/01/2027 | 117,662.50   | 87,800.95   |
| 05/01/2028 | 71,537.50    | 51,846.12   |
| 11/01/2028 | 116,537.50   | 82,029.39   |
| 05/01/2029 | 70,412.50    | 48,136.54   |
| 11/01/2029 | 120,412.50   | 79,949.92   |
| 05/01/2030 | 69,162.50    | 44,600.37   |
| 11/01/2030 | 119,162.50   | 74,632.63   |
| 05/01/2031 | 67,725.00    | 41,196.42   |
| 11/01/2031 | 122,725.00   | 72,504.48   |
| 05/01/2032 | 66,143.75    | 37,952.64   |
| 11/01/2032 | 121,143.75   | 67,511.15   |
| 05/01/2033 | 64,562.50    | 34,944.28   |
| 11/01/2033 | 124,562.50   | 65,479.36   |
| 05/01/2034 | 62,837.50    | 32,081.70   |
| 11/01/2034 | 127,837.50   | 63,389.61   |
| 05/01/2035 | 60,968.75    | 29,362.19   |
| 11/01/2035 | 130,968.75   | 61,259.03   |
| 05/01/2036 | 58,956.25    | 26,782.66   |
| 11/01/2036 | 128,956.25   | 56,896.76   |
| 05/01/2037 | 56,943.75    | 24,401.28   |
| 11/01/2037 | 131,943.75   | 54,913.18   |
| 05/01/2038 | 54,787.50    | 22,145.76   |
| 11/01/2038 | 134,787.50   | 52,915.16   |
| 05/01/2039 | 52,487.50    | 20,012.79   |
| 11/01/2039 | 137,487.50   | 50,913.90   |
| 05/01/2040 | 50,043.75    | 17,998.83   |
| 11/01/2040 | 140,043.75   | 48,919.22   |
| 05/01/2041 | 47,456.25    | 16,100.17   |
| 11/01/2041 | 142,456.25   | 46,939.66   |
| 05/01/2042 | 44,725.00    | 14,312.98   |
| 11/01/2042 | 144,725.00   | 44,982.61   |
| 05/01/2043 | 41,850.00    | 12,633.33   |
| 11/01/2043 | 146,850.00   | 43,054.42   |
| 05/01/2044 | 38,700.00    | 11,019.86   |
| 11/01/2044 | 148,700.00   | 41,124.20   |
| 05/01/2045 | 35,400.00    | 9,508.48  |
| 11/01/2045 | 155,400.00   | 40,539.66   |
| 05/01/2046 | 31,800.00    | 8,057.08  |
| 11/01/2046 | 156,800.00   | 38,584.94   |
| 05/01/2047 | 28,050.00    | 6,703.88  |
| 11/01/2047 | 163,050.00   | 37,847.33   |
| 05/01/2048 | 24,000.00    | 5,410.62  |
| 11/01/2048 | 164,000.00   | 35,908.81   |
| 05/01/2049 | 19,800.00    | 4,210.60  |
| 11/01/2049 | 169,800.00   | 35,070.14   |
| 05/01/2050 | 15,300.00    | 3,069.11  |
| 11/01/2050 | 175,300.00   | 34,152.65   |

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PROOF OF ARBITRAGE YIELD

\$2,640,000  
 Sandmind Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 (Assessment Area Three)

| Date       | Debt Service | Present Value<br>to 10/26/2022<br>@ 5.9248047786% |
|------------|--------------|---|
| 05/01/2051 | 10,500.00    | 1,986.80  |
| 11/01/2051 | 180,500.00   | 33,171.29   |
| 05/01/2052 | 5,400.00     | 963.83  |
| 11/01/2052 | 185,400.00   | 32,139.38   |
|            | 5,687,601.04 | 2,627,998.70                                      |

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Proceeds Summary

|                              |              |
|------------------------------|--------------|
| Delivery date                | 10/26/2022   |
| Par Value                    | 2,640,000.00 |
| Premium (Discount)           | -12,001.30   |
|                              | 2,627,998.70 |
| Target for yield calculation | 2,627,998.70 |

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## BOND DEBT SERVICE

\$2,640,000  
Sandmind Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022  
(Assessment Area Three)

| Period Ending | Principal | Coupon | Interest  | Debt Service | Annual Debt Service |
|---------------|-----------|--------|-----------|--------------|---------------------|
| 10/26/2022    |           |        |           |              |                     |
| 05/01/2023    |           |        | 78,663.54 | 78,663.54    |                     |
| 11/01/2023    | 35,000    | 5.000% | 76,537.50 | 111,537.50   | 190,201.04          |
| 05/01/2024    |           |        | 75,662.50 | 75,662.50    |                     |
| 11/01/2024    | 40,000    | 5.000% | 75,662.50 | 115,662.50   | 191,325.00          |
| 05/01/2025    |           |        | 74,662.50 | 74,662.50    |                     |
| 11/01/2025    | 40,000    | 5.000% | 74,662.50 | 114,662.50   | 189,325.00          |
| 05/01/2026    |           |        | 73,662.50 | 73,662.50    |                     |
| 11/01/2026    | 40,000    | 5.000% | 73,662.50 | 113,662.50   | 187,325.00          |
| 05/01/2027    |           |        | 72,662.50 | 72,662.50    |                     |
| 11/01/2027    | 45,000    | 5.000% | 72,662.50 | 117,662.50   | 190,325.00          |
| 05/01/2028    |           |        | 71,537.50 | 71,537.50    |                     |
| 11/01/2028    | 45,000    | 5.000% | 71,537.50 | 116,537.50   | 188,075.00          |
| 05/01/2029    |           |        | 70,412.50 | 70,412.50    |                     |
| 11/01/2029    | 50,000    | 5.000% | 70,412.50 | 120,412.50   | 190,825.00          |
| 05/01/2030    |           |        | 69,162.50 | 69,162.50    |                     |
| 11/01/2030    | 50,000    | 5.750% | 69,162.50 | 119,162.50   | 188,325.00          |
| 05/01/2031    |           |        | 67,725.00 | 67,725.00    |                     |
| 11/01/2031    | 55,000    | 5.750% | 67,725.00 | 122,725.00   | 190,450.00          |
| 05/01/2032    |           |        | 66,143.75 | 66,143.75    |                     |
| 11/01/2032    | 55,000    | 5.750% | 66,143.75 | 121,143.75   | 187,287.50          |
| 05/01/2033    |           |        | 64,562.50 | 64,562.50    |                     |
| 11/01/2033    | 60,000    | 5.750% | 64,562.50 | 124,562.50   | 189,125.00          |
| 05/01/2034    |           |        | 62,837.50 | 62,837.50    |                     |
| 11/01/2034    | 65,000    | 5.750% | 62,837.50 | 127,837.50   | 190,675.00          |
| 05/01/2035    |           |        | 60,968.75 | 60,968.75    |                     |
| 11/01/2035    | 70,000    | 5.750% | 60,968.75 | 130,968.75   | 191,937.50          |
| 05/01/2036    |           |        | 58,956.25 | 58,956.25    |                     |
| 11/01/2036    | 70,000    | 5.750% | 58,956.25 | 128,956.25   | 187,912.50          |
| 05/01/2037    |           |        | 56,943.75 | 56,943.75    |                     |
| 11/01/2037    | 75,000    | 5.750% | 56,943.75 | 131,943.75   | 188,887.50          |
| 05/01/2038    |           |        | 54,787.50 | 54,787.50    |                     |
| 11/01/2038    | 80,000    | 5.750% | 54,787.50 | 134,787.50   | 189,575.00          |
| 05/01/2039    |           |        | 52,487.50 | 52,487.50    |                     |
| 11/01/2039    | 85,000    | 5.750% | 52,487.50 | 137,487.50   | 189,975.00          |
| 05/01/2040    |           |        | 50,043.75 | 50,043.75    |                     |
| 11/01/2040    | 90,000    | 5.750% | 50,043.75 | 140,043.75   | 190,087.50          |
| 05/01/2041    |           |        | 47,456.25 | 47,456.25    |                     |
| 11/01/2041    | 95,000    | 5.750% | 47,456.25 | 142,456.25   | 189,912.50          |
| 05/01/2042    |           |        | 44,725.00 | 44,725.00    |                     |
| 11/01/2042    | 100,000   | 5.750% | 44,725.00 | 144,725.00   | 189,450.00          |
| 05/01/2043    |           |        | 41,850.00 | 41,850.00    |                     |
| 11/01/2043    | 105,000   | 6.000% | 41,850.00 | 146,850.00   | 188,700.00          |
| 05/01/2044    |           |        | 38,700.00 | 38,700.00    |                     |
| 11/01/2044    | 110,000   | 6.000% | 38,700.00 | 148,700.00   | 187,400.00          |
| 05/01/2045    |           |        | 35,400.00 | 35,400.00    |                     |
| 11/01/2045    | 120,000   | 6.000% | 35,400.00 | 155,400.00   | 190,800.00          |
| 05/01/2046    |           |        | 31,800.00 | 31,800.00    |                     |
| 11/01/2046    | 125,000   | 6.000% | 31,800.00 | 156,800.00   | 188,600.00          |
| 05/01/2047    |           |        | 28,050.00 | 28,050.00    |                     |
| 11/01/2047    | 135,000   | 6.000% | 28,050.00 | 163,050.00   | 191,100.00          |
| 05/01/2048    |           |        | 24,000.00 | 24,000.00    |                     |
| 11/01/2048    | 140,000   | 6.000% | 24,000.00 | 164,000.00   | 188,000.00          |
| 05/01/2049    |           |        | 19,800.00 | 19,800.00    |                     |
| 11/01/2049    | 150,000   | 6.000% | 19,800.00 | 169,800.00   | 189,600.00          |
| 05/01/2050    |           |        | 15,300.00 | 15,300.00    |                     |
| 11/01/2050    | 160,000   | 6.000% | 15,300.00 | 175,300.00   | 190,600.00          |

## BOND DEBT SERVICE

\$2,640,000  
 Sandmind Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 (Assessment Area Three)

| Period<br>Ending | Principal | Coupon | Interest     | Debt Service | Annual<br>Debt Service |
|------------------|-----------|--------|--------------|--------------|------------------------|
| 05/01/2051       |           |        | 10,500.00    | 10,500.00    |                        |
| 11/01/2051       | 170,000   | 6.000% | 10,500.00    | 180,500.00   | 191,000.00             |
| 05/01/2052       |           |        | 5,400.00     | 5,400.00     |                        |
| 11/01/2052       | 180,000   | 6.000% | 5,400.00     | 185,400.00   | 190,800.00             |
|                  | 2,640,000 |        | 3,047,601.04 | 5,687,601.04 | 5,687,601.04           |

\$2,640,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022  
(Assessment Area Three)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.924805%) |
|----------|-------------|------------------------|--|
| 10/26/22 | Beg Bal     | -2,293,579.95          | -2,732,661.81                                  |
| 11/02/22 |             | -38.90                 | -46.30   |
| 12/02/22 |             | -244.94                | -290.13  |
| 12/06/22 |             | 3,575.00               | 4,231.85                                       |
| 12/22/22 |             | 187.25                 | 221.08   |
| 12/22/22 |             | -0.12                  | -0.14  |
| 01/04/23 |             | -280.12                | -330.09  |
| 02/02/23 |             | -298.10                | -349.68  |
| 03/02/23 |             | -285.92                | -333.77  |
| 04/04/23 |             | -326.19                | -378.80  |
| 05/02/23 |             | -334.03                | -386.15  |
| 05/16/23 |             | 680.50                 | 784.90   |
| 05/24/23 |             | 389.50                 | 448.67   |
| 05/24/23 |             | 2,871.00               | 3,307.15                                       |
| 06/02/23 |             | -364.00                | -418.75  |
| 07/05/23 |             | -357.24                | -408.78  |
| 07/06/23 |             | -680.50                | -778.56  |
| 08/02/23 |             | -374.29                | -426.42  |
| 09/05/23 |             | -389.38                | -441.25  |
| 09/11/23 |             | 880.00                 | 996.25   |
| 09/11/23 |             | 342.00                 | 387.18   |
| 09/11/23 |             | 2,870.00               | 3,249.12                                       |
| 10/03/23 |             | -377.70                | -426.07  |
| 11/02/23 |             | -391.70                | -439.79  |
| 12/04/23 |             | -380.45                | -424.95  |
| 12/05/23 |             | 2,379,452.52           | 2,657,324.97                                   |
| 12/05/23 |             | 961.00                 | 1,073.23                                       |
| 01/03/24 |             | -392.93                | -436.83  |
| 01/29/24 |             | 407.00                 | 450.57   |
| 01/29/24 |             | 942.00                 | 1,042.83                                       |
| 02/02/24 |             | -391.27                | -432.94  |
| 03/04/24 |             | -363.60                | -400.24  |
| 04/02/24 |             | -388.70                | -425.93  |
| 05/02/24 |             | -375.67                | -409.66  |
| 06/04/24 |             | -388.63                | -421.60  |
| 07/02/24 |             | -376.29                | -406.36  |
| 08/02/24 |             | -388.59                | -417.60  |
| 08/22/24 |             | -76,775.00             | -82,240.38                                     |
| 09/04/24 |             | -287.57                | -307.44  |
| 10/02/24 |             | -72.46                 | -77.12   |
| 10/17/24 |             | 28.50                  | 30.26  |
| 11/04/24 |             | -70.58                 | -74.73   |
| 12/03/24 |             | -65.57                 | -69.10   |
| 12/20/24 |             | -0.09                  | -0.09  |
| 01/03/25 |             | -65.60                 | -68.79   |
| 01/09/25 |             | 83,817.56              | 87,811.31                                      |
| 02/04/25 |             | -62.95                 | -65.68   |

\$2,640,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022  
(Assessment Area Three)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.924805%) |
|----------|-------------|------------------------|--|
| 03/04/25 |             | -56.49                 | -58.66   |
| 04/02/25 |             | -62.07                 | -64.16   |
| 05/02/25 |             | -59.95                 | -61.67   |
| 06/03/25 |             | -61.41                 | -62.85   |
| 07/02/25 |             | -59.31                 | -60.42   |
| 08/04/25 |             | -61.36                 | -62.18   |
| 09/03/25 |             | -61.35                 | -61.88   |
| 10/02/25 |             | -58.31                 | -58.54   |
| 10/26/25 | Bal         | 1,348.60               | 1,348.60                                       |
| 10/26/25 | Acc         | 3.37                   | 3.37   |
| -----    |             |                        |  |
| 10/26/25 | TOTALS:     | 99,106.52              | -62,574.95                                     |
| -----    |             |                        |  |

ISSUE DATE: 10/26/22      REBATABLE ARBITRAGE: -62,574.95  
COMP DATE: 10/26/25      NET INCOME: 99,106.52  
BOND YIELD: 5.924805%      TAX INV YIELD: 3.807621%

\$2,640,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022  
(Assessment Area Three)  
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.924805%) |
|----------|-------------|------------------------|--|
| 10/26/22 | Beg Bal     | -185,650.00            | -221,190.75                                    |
| 10/26/22 |             | 55,000.00              | 65,529.17                                      |
| 10/26/22 |             | 45,000.00              | 53,614.78                                      |
| 10/26/22 |             | 42,000.00              | 50,040.46                                      |
| 10/26/22 |             | 30,000.00              | 35,743.19                                      |
| 10/26/22 |             | 6,000.00               | 7,148.64                                       |
| 10/26/22 |             | 1,750.00               | 2,085.02                                       |
| 10/28/22 |             | 5,900.00               | 7,027.21                                       |
| 11/07/22 |             | 0.80                   | 0.95   |
| -----    |             |                        |  |
| 10/26/25 | TOTALS:     | 0.80                   | -1.33  |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 10/26/22  | REBATABLE ARBITRAGE: | -1.33     |
| COMP DATE:  | 10/26/25  | NET INCOME:          | 0.80      |
| BOND YIELD: | 5.924805% | TAX INV YIELD:       | 2.453958% |

\$2,640,000  
Sandmine Road Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022  
(Assessment Area Three)  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.924805%) |
|----------|-------------|------------------------|--|
| 10/26/22 | Beg Bal     | -95,968.75             | -114,340.96                                    |
| 11/02/22 |             | 38.90                  | 46.30  |
| 12/02/22 |             | 244.94                 | 290.13   |
| 12/22/22 |             | 0.12                   | 0.14   |
| 01/04/23 |             | 280.12                 | 330.09   |
| 02/02/23 |             | 298.10                 | 349.68   |
| 03/02/23 |             | 285.92                 | 333.77   |
| 04/04/23 |             | 326.19                 | 378.80   |
| 05/02/23 |             | 334.03                 | 386.15   |
| 06/02/23 |             | 364.00                 | 418.75   |
| 07/05/23 |             | 357.24                 | 408.78   |
| 08/02/23 |             | 374.29                 | 426.42   |
| 09/05/23 |             | 389.38                 | 441.25   |
| 10/03/23 |             | 377.70                 | 426.07   |
| 11/02/23 |             | 391.70                 | 439.79   |
| 12/04/23 |             | 380.45                 | 424.95   |
| 01/03/24 |             | 392.93                 | 436.83   |
| 02/02/24 |             | 391.27                 | 432.94   |
| 03/04/24 |             | 363.60                 | 400.24   |
| 04/02/24 |             | 388.70                 | 425.93   |
| 05/02/24 |             | 375.67                 | 409.66   |
| 06/04/24 |             | 388.63                 | 421.60   |
| 07/02/24 |             | 376.29                 | 406.36   |
| 08/02/24 |             | 388.59                 | 417.60   |
| 08/22/24 |             | 76,775.00              | 82,240.38                                      |
| 09/04/24 |             | 287.57                 | 307.44   |
| 10/02/24 |             | 72.46                  | 77.12  |
| 11/04/24 |             | 70.58                  | 74.73  |
| 12/03/24 |             | 65.57                  | 69.10  |
| 12/20/24 |             | 0.09                   | 0.09   |
| 01/03/25 |             | 65.60                  | 68.79  |
| 02/04/25 |             | 62.95                  | 65.68  |
| 03/04/25 |             | 56.49                  | 58.66  |
| 04/02/25 |             | 62.07                  | 64.16  |
| 05/02/25 |             | 59.95                  | 61.67  |
| 06/03/25 |             | 61.41                  | 62.85  |
| 07/02/25 |             | 59.31                  | 60.42  |
| 08/04/25 |             | 61.36                  | 62.18  |
| 09/03/25 |             | 61.35                  | 61.88  |
| 10/02/25 |             | 58.31                  | 58.54  |

\$2,640,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 (Assessment Area Three)  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.924805%) |
|----------|-------------|------------------------|--|
| 10/26/25 | Bal         | 19,193.75              | 19,193.75                                      |
| 10/26/25 | Acc         | 50.54                  | 50.54  |
| -----    |             |                        |  |
| 10/26/25 | TOTALS:     | 8,664.37               | -3,250.75                                      |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 10/26/22  | REBATABLE ARBITRAGE: | -3,250.75 |
| COMP DATE:  | 10/26/25  | NET INCOME:          | 8,664.37  |
| BOND YIELD: | 5.924805% | TAX INV YIELD:       | 4.421233% |

\$2,640,000  
 Sandmine Road Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 (Assessment Area Three)  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.924805%) |
|----------|-------------|------------------------|--|
| 10/26/23 |             | -1,960.00              | -2,202.78                                      |
| 10/26/24 |             | -2,070.00              | -2,194.46                                      |
| 10/26/25 |             | -2,120.00              | -2,120.00                                      |
| -----    |             |                        |  |
| 10/26/25 | TOTALS:     | -6,150.00              | -6,517.24                                      |
| -----    |             |                        |  |

ISSUE DATE: 10/26/22      REBATABLE ARBITRAGE: -6,517.24  
 COMP DATE: 10/26/25  
 BOND YIELD: 5.924805%

# SECTION 4

**LANDOWNER PROXY  
 SANDMINE ROAD COMMUNITY DEVELOPMENT DISTRICT  
 POLK COUNTY, FLORIDA  
 LANDOWNERS' MEETING – NOVEMBER 19, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of Sandmine Road Community Development District to be held at **Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, FL 33897, on November 19, 2026, at 2:00 p.m.** and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
 Printed Name of Legal Owner

\_\_\_\_\_  
 Signature of Legal Owner

\_\_\_\_\_  
 Date

| <u><b>Parcel Description</b></u>         | <u><b>Acreage</b></u> | <u><b>Authorized Votes</b></u> |
|--|-----------------------|--------------------------------|
| <b>See Attachment A</b>                  | _____                 | _____                          |
| _____                                    | _____                 | _____                          |
| _____                                    | _____                 | _____                          |
| <b>Total Number of Authorized Votes:</b> |                       | _____                          |

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2018), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

## INSTRUCTIONS

At the Board meeting, when the landowners' election is announced, instructions on how landowners may participate in the election, along with a sample proxy, shall be provided.

At a landowners' meeting, landowners shall organize by electing a Chair who shall conduct the meeting. The Chair may be any person present at the meeting. If the Chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

Nominations are made from the floor.

After all nominations are made, a ballot is distributed and votes are cast

Each landowner is entitled to one vote for each acre he owns or portion of an acre.

## SAMPLE AGENDA

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of a Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners Questions and Comments
8. Adjournment

# SECTION D

# Sandmine Road CDD

## Field Management Report

### Completed Items

- Irrigation repairs have been completed as identified during the monthly inspections.
- The mulch installation, palm tree pruning, and lifting of the oaks have been completed.
- Repairs of black aluminum fencing and white vinyl fencing have been completed.
- Monuments and adjoining stone walls at both entrances have been pressure washed.



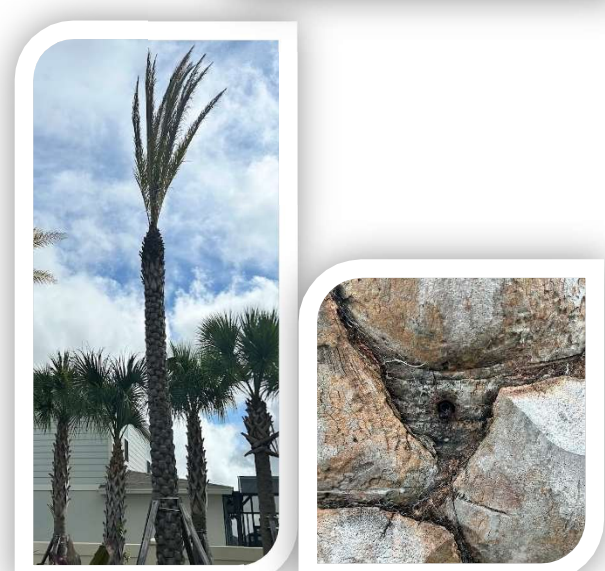
### Contracted Services

- GMS staff performed thorough reviews of contracted services. Action item reports were generated for each vendor, as needed.
- Overall, the district is receiving satisfactory performance from contracted vendors.



### Site Items

- Exclusive has provided a contract for Board review and approval.
- Proposals to remove two failing palms and weather damaged plant material have been provided.
- Yellowstone has been selected to install manual flow meters for irrigation.



### In Progress

- Additional areas of vinyl fencing requiring repair have been identified. Material is being ordered and work will be scheduled.

# SECTION 1



**Exclusive**  
LANDSCAPING GROUP

**Proposal #56222**

**Date: 2/13/2026**

**Customer:**

Ashley Hilyard  
GMS  
219 East Livingston Street  
Orlando , FL 32801

**Property:**

Sandmine CDD  
Sand Mine Rd  
Davenport, FL 33897

**Remove 2 Sylvester Palms at rear gate**

**Sandmine CDD**

**Sylvester Palm Removal (Rear Gate – Windsor Island / Hwy 27)**

**Scope:**

**Remove two (2) declining Sylvester palms located at the rear gate of Windsor Island (Hwy 27).**

**Grind two (2) palm stumps to below grade.**

**Remove and dispose of all associated debris.**

**Final clean-up of the work area upon completion.**

**Price includes all labor and disposal fees.**

**Project Name**

| <b>Items</b> | <b>Quantity</b> | <b>Unit</b> |
|--------------|-----------------|-------------|
| Palm Removal | 2.00            | ea          |

**Project Name:** \$1,926.00

**Subtotal** \$1,926.00

**Estimated Tax** \$0.00

**Total** **\$1,926.00**

**Terms & Conditions**

By \_\_\_\_\_

**David Kaufman**

Date 2/13/2026

**Exclusive Landscaping Group**

By \_\_\_\_\_

Date \_\_\_\_\_

**Sandmine CDD**

# SECTION 2



**Exclusive**  
LANDSCAPING GROUP

**Proposal #65720**

**Date: 4/7/2026**

**Customer:**

Ashley Hilyard  
GMS  
219 East Livingston Street  
Orlando , FL 32801

**Property:**

Sandmine CDD  
Sand Mine Rd  
Davenport, FL 33897

**Dead plant removal and disposal**

**Sandmine CDD**

**Damaged plant removal from freeze**

**Scope of Work:**

Remove all dead plant material within the CDD areas along Sand Mine Road, from the main entrance up to the metal front gate, and along Highway 27. All dead plants will be removed, and the affected areas will be cleaned up and leveled to create a neater, more uniform appearance throughout these highly visible sections of the property. This work will help improve the overall presentation of the community and provide a cleaner, more maintained landscape appearance.

Additional quote will be required for plant replacement.

**Project Name**

| <b>Items</b>                          | <b>Quantity</b> | <b>Unit</b> |
|---------------------------------------|-----------------|-------------|
| Labor - Enhancement Installation Team | 80.00           | Hr          |
| Disposal                              | 1.00            | ea          |

**Project Name:** \$5,640.00

---

|                      |                   |
|----------------------|-------------------|
| <b>Subtotal</b>      | \$5,640.00        |
| <b>Estimated Tax</b> | \$0.00            |
| <b>Total</b>         | <b>\$5,640.00</b> |

**Terms & Conditions**

By \_\_\_\_\_

**David Kaufman**

Date 4/7/2026

**Exclusive Landscaping Group**

By \_\_\_\_\_

Date \_\_\_\_\_

**Sandmine CDD**

# SECTION 3



**Customer:**  
 Ashley Hilyard  
 GMS  
 219 East Livingston Street  
 Orlando , FL 32801

**Property:**  
 Sandmine CDD  
 Sand Mine Rd  
 Davenport, FL 33897

**Sandmine CDD Seasonal Color**

**Sandmine CDD - Seasonal Color**

Remove existing flowers

Install seasonal color to front and rear bed at entrance and exits of Windsor Island resort

Warranty: The warranty covers the health and survival of plants, trees, and shrubs installed by Exclusive Landscaping for up to 30 days after the installation completion date. This warranty does not cover any damage caused by natural disasters or extreme weather events, including but not limited to floods, hurricanes, tornadoes, earthquakes, severe storms, or other acts of God. Clients are encouraged to take necessary measures to protect their plants during such events. Additionally, any damage due to pests, diseases, or animals not related to the installation process, plants affected by extreme weather conditions, such as frost, drought, excessive heat or any damage resulting from vandalism, theft, or accidents will not be covered under warranty.

**Sandmine CDD Seasonal Color**

| <b>Items</b>                                   | <b>Quantity</b> | <b>Unit</b> |  |
|--|-----------------|-------------|--|
| Annuals Installation, Maintenance, and Removal | 770.00          | ea          |  |
|  |                 |             | <b>Sandmine CDD Seasonal Color: \$1,617.00</b> |
|  |                 |             | <hr/>  |
|  |                 |             | <b>Subtotal \$1,617.00</b>                     |
|  |                 |             | <b>Estimated Tax \$0.00</b>                    |
|  |                 |             | <b>Total \$1,617.00</b>                        |

**Terms & Conditions**

By \_\_\_\_\_

**David Kaufman**

Date 11/12/2025

**Exclusive Landscaping Group**

By \_\_\_\_\_

Date \_\_\_\_\_

**Sandmine CDD**

# SECTION 4

## Sandmine Road Community Development District Landscape Fee Summary

Contractor: Exclusive Landscapr Group

Property: Sandmine Road CDD

Address: 399 Central Florida Parkway Orlando , FL

Address: 219 E Livingston ST  
Orlando, FL 32801

Phone: 407-276-9889

Phone: 407-577-0918

Fax:

Contact: David Kaufman

Contact: Ashley Hilyard

Email: [dkaufman@exclusive-grp.com](mailto:dkaufman@exclusive-grp.com)

Email: [ahilyard@gmscfl.com](mailto:ahilyard@gmscfl.com)

|  | JAN          | FEB        | MAR        | APRIL      | MAY        | JUN        | JUL        | AUG        | SEP        | OCT        | NOV        | DEC        | TOTAL       |
|--|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| <b>Turf Maintenance and Detailing</b><br>(Component A) -<br><i>Turf Maintenance/Detailing/Communication/Staffing</i> | \$5,997.51   | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$5,997.51 | \$71,970.12 |
| <b>TURF CARE</b><br>(Component B)<br><i>Bahia/St Augustine/Zoysia</i>  | \$437.33     | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$437.33   | \$5,247.96  |
| <b>TREE/SHRUB CARE Includes OTC if Applicable (NO OTC)</b><br>(Component C)<br><i>Tree/Shrub Fert/OTC/Drenching</i>  | \$246.00     | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$246.00   | \$2,952.00  |
| <b>IRRIGATION MAINT.</b><br>(Component D)<br><i>Irrigation Inspections</i>   | \$390.00     | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$390.00   | \$4,680.00  |
| <b>ANNUAL CHANGES -</b><br>(Component E.1)<br><i>Per Annual Pricing:</i>   | [Count]      |            |            | [Count]    |            |            | [Count]    |            |            | [Count]    |            |            | \$9,003.84  |
| <b>BED DRESSING - Estimate mulch yds 1x</b><br>(Component E.2)<br><i>[Mulch Type] Per Yard Pricing:</i>              | \$866.00     | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$866.00   | \$10,392.00 |
| <b>PALM TRIMMING 1x Per Year</b><br>(Component E.3) <i>Per Palm Price:</i><br><i>Palm counts:</i>                    | \$453.75     | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$453.75   | \$5,445.00  |
| <b>TOTAL FEE PER MONTH:</b>  | \$9,140.91   | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$109,691   |
| <b>Fee Schedule with Extra Services</b>  | \$9,140.91   | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91 | \$9,140.91  |
| <b>Fee Schedule Essential Services Only</b>  | \$7,071      | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071    | \$7,071     |
| <b>Essential Services</b><br>Mowing/Detailing/Irrigation/Fert and Pest   | \$84,850.08  |            |            |            |            |            |            |            |            |            |            |            |             |
| <b>Extra Services</b><br>Annual Changes, Palm Pruning, Mulch   | \$24,840.84  |            |            |            |            |            |            |            |            |            |            |            |             |
| <b>TOTAL</b>   | \$109,690.92 |            |            |            |            |            |            |            |            |            |            |            |             |

**Date: August 21,2025**

**Exclusive Landscaping Group, LLC**

**Client: Sandmine Road CDD**

**Contract Start Date: January 1, 2026**

**Contract End Date: December 31, 2026**

**Contract Service Price: \$109,690.92**

This landscape agreement service is entered into as of the date above between Exclusive, LLC, "Exclusive" and "Client" as listed above. If Client is not the owner of each property where Exclusive is providing services under this Agreement, then Client is executing this Agreement on its own behalf and as duly authorized agent for the owner(s) of each property.

|   |
|---|
| <b>Property Name: Sandmine CDD</b>  |
| <b>Property Address: Sandmine Road/ Highway 27 Davenport, FL</b>            |
| <b>Client Billing Address: 219 East Livingston Street Orlando, FL 32801</b> |
| <b>Attn: Ashley Hilyard</b>   |
| <b>Phone: 407-841-5524</b>  |
| <b>Billing Email: AHilyard@gmscfl.com</b>                                   |
| <b>Exclusive Contact: Luis Cortes (General Manager)</b>                     |
| <b>Phone Number: 407-276-9902</b>   |
| <b>Primary Email: lcortes@exclusive-grp.com</b>                             |

Exclusive shall email all invoices to the Billing Email above, unless specified by the client. Client is responsible to notify Exclusive immediately regarding any change to the Billing Email. Client shall pay all invoices within fifteen (15) days of invoice date.

Exclusive and Client agree to all of the Terms and Conditions set forth in this Agreement including any schedules and exhibits attached hereto, as of the date set forth above. Exclusive agrees to furnish all equipment and labor required to complete the specifications listed herein for the property.

Services that will be performed shall include:

## **SCOPE OF SERVICES**

**In Accordance with Exhibit A  
Florida-Friendly Best Practices Compliant**

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### **LAWN CARE**

- Mowing frequency will reflect turf type and seasonal growth, maintaining a healthy appearance.
  - Missed cuts due to weather will be rescheduled promptly.
  - Sharp mower blades will be used at all times to reduce turf damage.
  - Turf growth regulators may be applied to maintain consistency.
  - Mowing patterns will rotate to avoid rutting and promote even clippings. Clippings remain unless excessive.
  - No more than 1/3 of the leaf blade will be removed per cut.
- 

### **EDGING**

- All turf borders and hardscape edges (sidewalks, curbs, plant beds, etc.) will be trimmed per Exhibit A.
  - Equipment will have debris guards; edging will not disturb soil.
  - Weeds in cracks will be treated to maintain cleanliness.
- 

### **PLANT DETAILING**

- Shrubs will be pruned regularly for shape, fullness, and health.
  - Weeds will be removed and treated in mulched areas.
  - Plants will be kept clear of structures (eaves, windows, doors).
  - Groundcovers will not encroach on foundations, sidewalks, or other plant material.
- 

### **DEBRIS REMOVAL**

- Areas will be cleared of debris prior to mowing (excluding dumpster and construction areas).
  - Paved surfaces will be blown clean after service.
  - Fallen limbs and natural debris will be removed routinely.
  - Storm cleanup (e.g., fallen trees) is not included but can be quoted. Exclusive clients receive priority.
- 

### **FERTILIZATION & PEST CONTROL**

- Lawn and plant fertilization, insect, disease, and weed control provided per Exhibit A.
- Program complies with seasonal timing, weather, and local ordinance.
- IPM (Integrated Pest Management) used to monitor and treat pests as needed. (Arena is included)
- Broadleaf weeds controlled with targeted treatments.
- Fertilizer will be swept off hard surfaces to prevent staining.

### **TREE MAINTENANCE**

- Trees pruned to maintain:
    - 8–10 ft clearance for pedestrian areas
    - 10–12 ft for roadways/entrances
  - Trees over 10 ft and palms above 10 ft require additional approval unless included in Exhibit A.
- 

### **IRRIGATION MANAGEMENT**

- Inspections per Exhibit A include heads, zones, timers, and overall function.
  - Minor adjustments (head cleaning, timer programming) are included.
  - Issues requiring repair (heads, lines, pumps) will be reported.
    - Repairs under \$500 do not require prior approval.
    - Emergencies will be repaired immediately, then reported.
  - System will be calibrated once annually to ensure proper zone output (0.5–0.75 in/cycle).
  - Suspected drainage or irrigation issues will be communicated.
- 

### **ANNUALS (Included)**

- Seasonal annuals installed using varieties appropriate for site conditions.
  - Beds will be tilled before new installation.
  - Deadheading performed to extend bloom.
  - Fungicide/insecticide applied as needed.
  - Annuals to be fertilized and soil amendments added.
- 

### **MULCH (Included)**

- Mulch will be replenished as specified in Exhibit A using environmentally friendly materials.
  - Application will be at an average depth of 2–3 inches to conserve moisture, suppress weeds, and improve soil health.
  - Mulch will be kept away from plant bases and tree trunks to prevent rot and pest issues.
  - All beds will be raked smooth for a clean, uniform appearance after installation.
- 

### **PALM TREE PRUNING (Included)**

- Palms under 10 ft in height will have dead or declining fronds, fruit stalks, and seed pods removed as needed during routine rotations.
  - Palms over 10 ft in height will be pruned per Exhibit A or as separately approved and quoted.
  - Fronds will not be removed above the 9 o'clock and 3 o'clock position to preserve palm health.
  - Pruning will be performed with proper tools to avoid trunk damage and maintain structural integrity.
  - Fronds touching buildings or posing safety risks will be addressed promptly.
-



#### **ADDITIONAL SERVICES**

- Enhancements and non-routine services (e.g., irrigation repairs over \$500, plant replacements) are available with written approval and will be quoted separately.



## **Terms & Conditions**

### **Services**

Exclusive will complete all work in a professional manner. Any alterations may incur additional costs and will be executed only upon written approval. Separate proposals will be completed at the time of the request for services.

This proposal is for the said property only. If for some reason Exclusive falls below industry standard in the performance of the items listed above the management of the said property shall notify Exclusive in writing for the deficiency to allow Exclusive right to cure. Exclusive will respond in writing within 15 days of the receipt of a deficiency report from a client with a plan to cure.

### **Insurance**

During the term, Exclusive will maintain general liability insurance, automobile liability insurance, and works' compensation insurance covering activities in connection with Services and any Work Order. Such insurance shall be commercially reasonable amounts. Evidence of such insurance will be provided to client upon request.

### **Service Fee**

Payment for services rendered are due within 30 days of invoicing. Costs associated with the collection of unpaid balances owed to Exclusive will be the responsibility of the client.

Owner/Client will review all invoices submitted and will advise in writing if it has any questions or disputes with the Fees in the invoice. Client agrees that it must advise Exclusive of any issues with any such invoice within thirty (30) days of receiving the invoice or thereafter, the invoice shall be deemed accepted and Client will pay the invoice in full. Client agrees to pay interest charges from the time the payment was due at the rate that is the lower of 1.5% per month or the highest rate permissible under applicable law. It is understood and agreed that failure to pay invoices timely is deemed a material default, and that it entitles Exclusive to immediately cease performing Services and/or terminate this Agreement upon ten (10) days written notice for late payment.

Both parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods and materials furnished each month throughout the year may vary according to seasonal requirements and best horticulture practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than Anniversary Date, then all sums paid by Client to Exclusive for services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by Exclusive) of Services performed since that date and, if the result is positive number (a shortfall), the shortfall shall become due and payable and Client shall promptly pay such shortfall to Exclusive. If the result is a negative number (an overage) the overage shall become due and payable and Exclusive shall promptly pay such overage to Client. Neither a shortfall nor an overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a shortfall or an overage exceed the total amount that would have been received by Exclusive had the Terminated Agreement continued uninterrupted until the end of its then current term.

Unless specified otherwise hereunder, Exclusive reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 23 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year.

It is Exclusive desire to offer competitive pricing in all market environments. Unfortunately, costs associated with performing Services are heavily influenced by unpredictable fuel pricing. In the event that, during performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by Exclusive to perform the services increases by more than twenty percent (20%) over the variable costs on the contract start date, the service fee shall be increased by an amount equal to the increase in the Variable Costs.

## **Term and Renewal**

This agreement will automatically be renewed at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least 60 days prior to the end of the relevant term.

Either Exclusive or Client may terminate this Agreement without cause upon 60 day's prior written notice to the other party. Client must provide Exclusive with a 15-day written notice to cure. If said cure items remain unsatisfactory after such 15 Days, Client must then provide a 60-day written notice to terminate this Agreement.

If either party materially breached the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by 60 day written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then Exclusive may elect, in its sole discretion, to delay, withhold, suspend or cancel services without further notice to Client, and Exclusive shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies Exclusive, and fees (As set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.

Client agrees that substantial portions of the Landscape Maintenance Services performed during the Term may be performed during the initial months of the Term and that the cost of those services will not be fully recovered by Exclusive until all monthly payments under the Agreement have been received. In the event this Agreement is terminated before the end of the Term by Client or by Exclusive based upon Client's failure to pay timely Fees, Exclusive shall be entitled to accelerate and recover from Client immediately all Fees due for the remainder of the Term.

## **General Provisions**

During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of Exclusive or an appointed representative, directly or indirectly solicit, employ or retain, any person who is employed by Exclusive and performing Services hereunder, or encourage any such person not to devote his or her full business time to client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to Exclusive for liquidated damages in the amount of \$5,000 for each such employee or occurrence.

This Agreement, together with attached scope of services, work orders, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the services and work orders and supersedes all prior contracts or agreements with respect to the services or work orders, whether written or oral. Except otherwise provided herein, this Agreement may be amended or modified from time to time only by written instrument executed, agreed to and signed by both Client and Exclusive.

Exclusive or approved subcontractors will be responsible for maintaining any necessary licenses or permits required by law for the activities on property.

Exclusive's performance will be executed without penalty to the extent Exclusive is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable contract of Exclusive.

Exclusive total liability for losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees, which are caused by wrongful acts of omissions of Exclusive in connection with, or related to, Exclusive's performance of services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Exclusive hereunder. Further, in no event will either part be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

Client agrees that Exclusive may use images, videos, and stories of the work Exclusive performs on Client's property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.



By signing this agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Property Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Property Site.

The above price and conditions are satisfactory and are hereby accepted. When signed by both parties this agreement becomes a binding contract for the services specified above.

**EXCLUSIVE LANDSCAPING GROUP,  
LLC:**

\_\_\_\_\_  
Ben Strickland, President  
Exclusive Landscaping Group, LLC

\_\_\_\_\_  
Date

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Client Name, Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
 Scope of Services

|  | Requested Scope   |                 |                   |
|--|-------------------|-----------------|-------------------|
|  | Occurrences       | Monthly         | Annually          |
| <b>Base Maintenance</b>                    |                   | <b>5,997.51</b> | <b>71,970.12</b>  |
| Site Visits                                | 52                |                 |                   |
| Mowing, String Trimming and Blowing        | 42                |                 |                   |
| Hard Edge                                  | 42                |                 |                   |
| Bed Edge                                   | 20                |                 |                   |
| Shrub and Tree Pruning (up to 10')         | 12                |                 |                   |
| Prune Ornamentals                          | 1                 |                 |                   |
| Crape Myrtle Pruning                       | 1                 |                 |                   |
| Bed Pre-emergent Weed Control              | 2                 |                 |                   |
| Bed Post-emergent Weed Control             | 42                |                 |                   |
| Bed Weed Maintenance                       | 12                |                 |                   |
| Policing & Debris Clean-up                 | 42                |                 |                   |
| <b>Irrigation Service</b>                  |                   |                 |                   |
| Inspection, Adjustments and Reporting      | 12                |                 |                   |
| <b>Horticultural Services</b>              |                   | <b>683.33</b>   | <b>8199.96</b>    |
| Turf Pre-emergent Weed Control             | 4                 |                 |                   |
| Turf Post-emergent Weed Control            | 4                 |                 |                   |
| St Augustine Fertilization                 | 4                 |                 |                   |
| Turf Disease Control                       | As Needed         |                 |                   |
| Turf Insect Control/Arena Application      | May and as needed |                 |                   |
| Shrub and Ground Cover Fert                | 2                 |                 |                   |
| Shrub Disease Control                      | As Needed         |                 |                   |
| <b>Seasonal Color (720) All Color Beds</b> | <b>4</b>          | <b>750.32</b>   | <b>9003.84</b>    |
| Annual Install, Removal and Maintenance    |                   |                 |                   |
| <b>Palm Care</b>                           | <b>1</b>          | <b>453.75</b>   | <b>5445.00</b>    |
| Palm Pruning                               |                   |                 |                   |
| <b>Mulch Coco Brown Shredded</b>           | <b>1</b>          | <b>866.00</b>   | <b>10392.00</b>   |
| Mulch Installation (CY)                    | 160 yds           |                 |                   |
| <b>Total</b>                               |                   | <b>9140.91</b>  | <b>109,690.92</b> |

## Sandmine Road CDD

### LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

### General Services- Component “A”

#### Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

#### Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

Irrigated common area turf of all turf types (St Augustine, Zoysia, Bermuda, Irrigated Bahia) shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated bahia and pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Bermuda turf shall be cut at a height of no more than 2.5”. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger **discharging clippings away from the water**. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum. Additional pond edge string trimming can be requested as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

### **Edging**

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

### **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

### **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to not disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

### **Detailing**

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. **Based on three sections, the contractor will completely detail the entire property once every three weeks at least.** The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 52 times per year to

accomplish the full amount of detail rotations. The size and duration the detail crew is onsite should depend on the extent needed to accomplish the rotation.

### **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

*Pruning of trees up to a height of 12 feet and palms up to 15' is included in the scope of the work. If pruning is required above the height of 12 feet for non palms, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. Palm pruning of palms over 15' is defined in **Component E.3.***

The branching height of trees shall be raised only for the following reasons:

- 1. Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas.**
- 2. Maintain clearance from shrubs in bed areas.**
- 3. Improve visibility in parking lots and around entries. Extra care should be taken when considering sight lines on the road and the vendor should report any identified visibility concerns to CDD management.**
- 4. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to the branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.**
- 5. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.**

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

### Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

### Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

### Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with a supplemental proposal.

As needed, the contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. The contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, the contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meetings as needed or requested by CDD management.

## Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

## Component "B" – Turf Care Program - Fertilization and Pest Control

### Application Maintenance Information

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

The irrigation system will be fully operational prior to any fertilizer application.

Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, and other relevant factors based on turf types. Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### St. Augustine

**Application Schedule** – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control

- October: Heavy fall granular fertilization and broadleaf weed/disease control

**Application Requirements: ST AUGUSTINE**

Contractor will submit a schedule of materials to be used under this program along with application rates. The annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

**BAHIA – Where Applicable (Irrigated areas only)**

**Application Schedule** - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

**Application Requirements: BAHIA**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

**Bermuda - SPORTS Field**

**Application Schedule** – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January:Liquid or granular Fertilization - Disease & Insect Control
- February:Liquid or granular Fertilization
- March: Core Aeration
- April: Liquid or granular Fertilization Sedge & Broadleaf Weed Control/Disease & Insect Control
- June: Disease & Insect Control as needed.
- July: Liquid or granular Fertilization
- August: Sedge & Broadleaf Weed Control/Disease & Insect Control
- September: Liquid or granular Fertilization
- October: Disease & Insect Control
- December: Liquid or granular Fertilization

**Bermuda - Standard**

**Application Schedule** – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January:Liquid or granular Fertilization - Disease & Insect Control
- March: Spring Granular fertilization with broadleaf weed control, insect and disease control
- May: Slow release with Weed Control
- July: Slow Release (Nitrogen) with insect and weed control
- October: Liquid or Granular and Disease & Insect Control

### **Application Requirements: BERMUDA**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

### **Zoysia**

**Application Schedule** - Minimum schedule, if more is needed it is up to the contractor to recommend.

#### Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary.
- July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

### **Application Requirements: ZOYSIA**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

### **General**

#### **Insect/Disease Control - ALL TURF**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing settings of irrigation timers and should always have the irrigation times adjusted and set appropriately based on turf type and season.

Supplemental insecticide applications will be provided by the contractor when the contractor identifies a need for supplemental programs in order to control pests.

Contractor will provide recommendations for TopChoice applications when needed. They will also keep ant bait treatment on mowers or detail vehicles for spot treatment. Ants should be treated near any walking or amenity areas or common use areas such as parks.

#### **Weed Control - ALL TURF**

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, wild Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### **Warranty - ALL TURF**

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. The contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

## Component “C” – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

### **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud Drench and or OTC Injections for potential disease and infestation. Only those treatments relevant to the variety of palm should be included.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

### **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by the contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

## Component “D” – Irrigation Maintenance

### **Frequency of Service**

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

### **Specifications**

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controllers to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in the overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow the contractor to proceed with repairs at an agreed threshold without prior approval.

### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect the irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

## Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractors should and are expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

### E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### **Schedule**

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

#### **Installation**

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6” in all annual beds and replaced with a clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6” prior to the installation of new plants.

Create a 2” trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1” layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

### **Maintenance**

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. “Pinching” of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent “pinching” will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor’s expense.

### **Warranty**

Any bedding plant that dies due to insect damage or disease will be replaced under warranty.

Exclusions to this warranty would be freeze, theft, or vandalism.

## **E.2 - Bed Dressing**

Application of designated mulching to community bed spaces.

### **Schedule**

Mulching will be carried out at least once per year. However in many cases the mulch application will be divided into one heavy application in Spring and one lighter application in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”. Application will be

completed within a two-week time period.

### **Installation**

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

### **E.3 - Palm Trimming Schedule**

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 15' will be trimmed at least once per year in May.. All vegetation will be removed from their trunk. Any palm nuts and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary Full Debooting is a separate billable job.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

All palms in excess 15' will be trimmed at least once per year in the month of May. Any additional trimmings can be added at the discretion of the board or management and will be done at the same cost and rate as the proposed may trimming. This is why per palm costs is to be included in the fee summary.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

# SECTION 5

# Yellowstone Landscape | ORLS



1773 Business Center Lane, Kissimmee, FL 34758 - [pnewman@yellowstonelandscape.com](mailto:pnewman@yellowstonelandscape.com) - 407.396.0529

## Property

Windsor island resort.  
1115 aloha boulevard.  
Davenport., Florida. 33897

## Contact

Ashly

## Estimate Summary

|               |  |
|---------------|--|
| Labor:        | 14 hours - \$1,050.00                        |
| Materials:    | \$3,918.28                                   |
| Equipment:    | \$0.00                                       |
| <b>Total:</b> | <b>\$4,968.28</b><br>(plus applicable taxes) |

## Inspection

|               |            |
|---------------|------------|
| Started:      | 3/16/2026  |
| Last Updated: | 3/16/2026  |
| Inspector:    | Gary Price |

## Service Summary

| Service                               | Quantity | Cost              |
|---------------------------------------|----------|-------------------|
| Install Water Meter                   | 3        | \$4,968.28        |
| <b>Total (plus applicable taxes):</b> |          | <b>\$4,968.28</b> |

Signature

Date

# Service Detail

| General       |                |   |          |            |           |            |
|---------------|----------------|---|----------|------------|-----------|------------|
| Asset         | Service        | Notes                                   | Labor    | Materials  | Equipment | Total      |
| Water Meter 1 | <u>Install</u> | Hours: 6<br>Install 3 inch water meter. | \$450.00 | \$1,335.12 | \$0.00    | \$1,785.12 |
| Water Meter 2 | <u>Install</u> | Hours: 4<br>install 2" water meter      | \$300.00 | \$1,291.58 | \$0.00    | \$1,591.58 |
| Water Meter 3 | <u>Install</u> | Hours: 4<br>install 2" water meter      | \$300.00 | \$1,291.58 | \$0.00    | \$1,591.58 |

| Controller 1                     |         |       |       |           |           |       |
|----------------------------------|---------|-------|-------|-----------|-----------|-------|
| Asset                            | Service | Notes | Labor | Materials | Equipment | Total |
| <i>No issues were identified</i> |         |       |       |           |           |       |

| Controller 2                     |         |       |       |           |           |       |
|----------------------------------|---------|-------|-------|-----------|-----------|-------|
| Asset                            | Service | Notes | Labor | Materials | Equipment | Total |
| <i>No issues were identified</i> |         |       |       |           |           |       |