

**MINUTES OF MEETING
TSR
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the TSR Community Development District held a Public Hearing and Regular Meeting on December 1, 2021, at 5:00 p.m., at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556.

Present were:

Mike Liquori
Matt Call
Mary Comella
Jason Silber

Chair
Vice Chair
Assistant Secretary
Assistant Secretary

Also present were:

Chuck Adams
Cleo Adams
Alyssa Willson (via telephone)
Peter Soety (via telephone)
Renee Hlebak
Ben Devivo
Krzysztof Rzymiski
Ray Szelest
Jack Clemons
Frank Stalzer

District Manager
Assistant District Manager
District Counsel
SunScape Consulting, Inc. (SCI)
WTS Starkey Ranch Lifestyle Director
Resident
Resident
Resident
Resident
Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 5:00 p.m. Supervisors Liquori, Comella and Call were present, in person. Supervisor Silber was not present at roll call. Supervisor Green was not present.

SECOND ORDER OF BUSINESS

Public Comments [3 minutes per person]

Resident Ben Devivo asked for the status of the Florida Department of Transportation (FDOT) inspecting the Rangeland Bridge to determine if the surface area is adequate for construction. Mr. Adams stated that, due to delays, the inspection would not occur until early

next year. The Architect requested additional information from FDOT and he needed to obtain information from the State as to who replaced the bridge inspector D'Angelo Brothers, as they are no longer in business, as of two weeks ago.

Mr. Silber arrived at 5:02 p.m.

Resident Krzysztof Rzymyski asked for the status of his email request for Taylor Morrison (TM) to clean up construction plastic, water bottles and foam containers that TM construction crews left that have blown into the retention pond near Barbour Trail and for TM to have its crews pick up after themselves. He was concerned that trash could blow into the wooded area and harm wildlife; he felt that the CDD should not incur this expense. Mr. Adams stated the email and photographs were provided to TM and the CDD would not incur cleanup expenses.

Resident Ray Szelest stated that Down-to-Earth (DTE) advised him they cannot add Parcel C, along Albritton Street and Rangers Gap, to their schedule because the area was not yet conveyed to the CDD. He asked when that would occur, as construction trash in the pond needs to be removed and the area mowed. He asked about his request to add two additional speed limit signs on Albritton Street because he felt that the speed limits and signs do not correlate with an appropriate speed. Mr. Adams stated that the District Engineer was reviewing his request. He noted that the signs and pavement markings were all permitted through the County and by the Traffic Code and, since most roads would be County owned and operated, they may want them to be in the same condition as when permitted.

Resident Jack Clemons thanked those involved in the bike park grand opening event. He asked about CDD liability coverage in case of an accident, as he saw several riders without a helmet or sticker and a group of advanced riders who he believed are not residents. He asked how non-residents could be kept from using the bike trail.

Mr. Devivo asked why the County was not maintaining the bridge when it would be for the county road on Rangeland. A Board Member confirmed that the bridge was not included in the conveyance. Ms. Willson stated that she would address this with County Staff when they start discussions to transition the roads to the County to release the maintenance bond and she would review the MPS Roadway Improvement Agreement with the County.

THIRD ORDER OF BUSINESS

Discussion/Consideration: The Davey Tree Expert Company Proposal #20071275-1636637109 for Oak Cleanup at Huckleberry Pond and Cunningham Park

Mr. Call presented The Davey Tree proposal to remove the dead oak trees leaning into Huckleberry Pond and at Cunningham Park, which was in response to the requests of Mr. Russell and another homeowner.

Mr. Soety reported that the tree struck by lightning was still alive and just required treatment. The Board discussed the budget and determining how to use the Starkey Ranch Master Property Owner’s Association, Inc. (SRMPOA) contributed funds intended to be used to enhance the community.

Mr. Clemons asked if other proposals were obtained. Mrs. Adams stated the CDD had already bid out this project.

The other items listed in the proposal were deferred to January, 2022.

Resident Frank Stalzer stated that the address of the tree struck by lightning was incorrect; it should be 3262 not 3416 Forsythia Drive. Mr. Soety would notify Mrs. Adams of the correct address before proceeding with the treatment.

On MOTION by Mr. Call and seconded by Mr. Liquori, with all in favor, portions of the Davey Tree Expert Company Proposal #20071275-1636637109, to remove the dead oak tree at the Huckleberry Pond behind 11720 Bitola Drive, in a not-to-exceed amount of \$950, and the Borer Treatment of the live oak tree struck by lightning behind 3416 Forsythia Drive, subject to Mr. Soety confirming the address, in a not-to-exceed amount of \$200, for a combined not-to-exceed amount of \$1,150, was approved.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Public Comment and Objections to the Adoption of a Rule Amending Amenity Facilities Policies and Bike Park Policies and Adoption of Amenities, Rates, Deposits and Fees Pursuant to Chapter 190, Florida Statutes

A. Affidavit/Proofs of Publication

The affidavits of publication were included for informational purposes.

B. Consideration of Resolution 2022-01, Adopting Revised Amenity Center Rules and Rates; Providing a Severability Clause; and Providing an Effective Date

Mr. Adams presented the Amended Amenity Facilities Policy & Fees, which reflected adjustment to the Amenity Center Rules and Rates and certain existing Policies that needed to be updated throughout the years and included the addition of the Bike Park Policy; this was in the agenda package and distributed during the meeting. He noted the Policy would not go into effect until the property is conveyed to the CDD.

Mr. Adams stated that the insurance carrier reviewed the policy to ensure the CDD has full coverage because, without staff, monitoring the Bike Park would be an issue. Users would be required to wear a helmet and proper attire and execute a waiver to receive a sticker to place on their helmet identifying them as a registered user, which would relieve the community and CDD of liability.

Ms. Willson stated that polices were set up to ensure that, once it is conveyed, the CDD is protected in accordance with certain statutory requirements that give greater immunity to governmental entities. She confirmed that the CDD's insurance carrier responded that they were on board with the Policy. The other change was to Section #3, Guest Policies.

Discussion ensued regarding increasing the number of guests, each facility having different waivers and the all facilities not being staffed.

Ms. Comella asked Ms. Willson if she was aware of waiver forms being valuable in other CDDs. Ms. Willson stated that, per Florida Statute, a waiver is required for bike or skate parks, which was implemented in the Rules, as the CDD has more limited liability than its regular sovereign immunity. The insurance carrier requires the CDD to implement the waiver form as they are helpful when defending lawsuits.

Mr. Silber questioned if the minimum age requirement should be changed to 13 years or under. Ms. Willson stated she would ask the insurance carrier if age is a factor in lawsuits filed against other CDDs.

On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the Public Hearing was opened.

Mr. Clemons, a BMX track racer and volunteer for over 39 years, recommended the CDD not let anyone under 18 on the track without parental supervision because, in his estimation, at least 99% of the practices and races had at least one incident of someone getting hurt. He suggested closing the track to non-residents as it was built for single riders and use is limited, which is not how it is currently being used. He suggested installing fencing in the most dangerous areas of the track and providing access key. He asked who would maintain the track.

Mr. Rzymiski recommended posting the rules at the facility, as most residents will not review the minutes. Ms. Hlebak stated that the posted signs are verbatim to the policy that was emailed to homeowners.

On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the Public Hearing was closed.

Mr. Adams presented Resolution 2022-01.

Mr. Silber stated that the track is not open to the general public unless they are a guest of a resident or a non-resident fee payee. He asked about changing the waiver requirement to one waiver instead of multiples and including verbiage that the homeowner/resident and non-resident fee payees have priority access to the facilities over guest use. Ms. Willson confirmed that the CDD would not be held liable for a trespasser that is injured. Ms. Hlebak explained the reason for multiple waivers and that changes would require Staff to monitor the facilities. She discussed the issue of homeowners taking up the entire pavilion and using the pool instead of renting the outside pavilion.

The following changes would be made to the Policy:

Section 3.4., Guest Policies: Insert “, also to the canoe facilities and bike park” after “pad” and Change “four (4)” to “five (5)”

On MOTION by Mr. Call and seconded by Mr. Liquori, with all in favor, Resolution 2022-01, Adopting Revised Amenity Center Rules and Rates, as amended; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of October 31, 2021**

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2021. The Accounting Department was reminded to recode the "Pool repairs & maintenance" expense to the "Pool cleaning" budget line item. The financials were accepted.

SIXTH ORDER OF BUSINESS**Approval of November 10, 2021 Regular Meeting Minutes**

Mr. Adams presented the November 10, 2021 Regular Meeting Minutes. The following changes were made:

Lines 26 and 40: Change "Celisa" to "Szelest"

Line 49: Change "A Board Member" to "Mr. Call"

Lines 190 through 191: Delete second sentence.

Line 194: Change "Liquori" to "Call"

On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the November 10, 2021 Regular Meeting Minutes, as amended, were approved.

SEVENTH ORDER OF BUSINESS**Action & Completed Items**

Mr. Adams presented the Action & Completed Items List.

Items 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, and 20 were completed.

Item 3: The appraisal on the property the Developer is donating was sent to Mr. Call.

Further discussions would take place in a closed meeting.

Item 6: The deposit to SMARTSolutions was pending. Ms. Hlebak would coordinate with Mr. Silber about possible dates for installation, as he would be on site near the end to ensure there are no issues and that the system was properly installed.

Item 8: Clearwater Gas System would inspect the fire pit today. Some maintenance is needed on the actual fire pit to bring it up to code and to make it work; the rocks are too heavy. They expect it to be operational by the new year.

Item 11: DTE terminated the employee who was on their telephone and not working.

Item 12: Mr. Adams reported that there was no performance-related penalty clause in the DTE contract. He and Mr. Yahn would review the crew count system Mr. Yahn reported on to rank their performance. They were instructed to continue negotiations with DTE for some financial credit, due to the lack of crew, in addition to the \$20,000 credit in sod already offered. He discussed options to terminate the contract or wait until it expires September 30, 2022 and proceed with the sealed bid process. The current DTE contract is a one-year contract with the option to renew for two additional years.

Mr. Szelest asked if Mr. Yahn observed DTE's performance changing for the better. Mr. Adams replied affirmatively, primarily due to the nominal maintenance required for this time of year. DTE knows that more crew members must be added in March and beyond and that a crew of 20 by the summer is necessary in order to meet the service level required at that time. In response to a request, Mrs. Adams stated that the CDD's contracts were revised to require vendors to provide a specific breakdown of costs and enables the CDD to withhold payment if service is lacking. Vendors would be held accountable, which prevents future incidents. Ms. Willson stated the revisions in the contract now require a lot of detailed paperwork on the vendors part so that the CDD can legally and contractually withhold funds from the contract.

Item 13: Mr. Adams stated that the Traffic Enforcement Agreement with the County no longer applies because the County's Attorney deemed all roads as public roads, regardless of whether the CDD or the County owns it.

Item 14: The Pasco County Sheriff Agreement for off-duty patrol services was executed and services would commence today. The six-month patrol schedule, which is comprised of

varied days and times, along with the County Attorney's email, would be emailed to the Board. Mr. Adams stated that there would be no patrols unless a deputy chooses to pick up a shift.

Regarding the ability to tow vehicles, specifically the box truck on Longspur blocking the road towards Publix, Mr. Adams stated towing is an option under the CDD's vehicle towing policy; the Traffic Enforcement Agreement no longer applies.

Mr. Clemons asked if patrolling included issuing traffic violations or a show of force and asked whether they can address the motorcycle traffic on Sundays. Mr. Adams stated that patrols were scheduled for Monday through Friday, when contractors are on site and the school is open, which he felt would be the best use of the time. The deputies would address all types of violations, such as speeding, golf carts driven by underage drivers or criminal related activities.

In response to a question Mr. Adams checked and confirmed that the preserve area behind the Knight Star residences was conveyed to the CDD; a homeowner wanted the area monitored, as construction crews were parking during lunch and tossing their trash.

Mr. Liquori left the meeting at 6:21 p.m.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Kutak Rock, LLP*

There was no report.

B. District Engineer: *Heidt Design, LLC*

There was no report.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: January 12, 2022 at 5:00 p.m.**

- **QUORUM CHECK**

The next meeting will be held on January 12, 2022.

D. Lifestyle Director & Amenity Manager: *WTS International*

Ms. Hlebak presented the WTS Monthly Summary Report and discussed recent and upcoming events. She reported the following:

- The new amenity signs regarding age limits and the dog park and grill use rules were received and would be installed soon. The signs meet the CDD insurance carrier's criteria.

➤ She was looking into installing railroad ties to replace the rotting logs in the parking lot at Cunningham Park; the existing poles are rotting from the inside out. They were experiencing delays on parts and other orders, due to supply shortages.

➤ A request to resend the pool resurfacing documents was submitted, as the attachment could not be opened; once executed, residents and homeowners would be notified of when Whitfield Park would be closed.

I. Consideration of Estimates/Proposals

a. Gulf Coast Air Systems, Inc.: Estimates 64006324 and 62844214 for Repair and Replacement of Mini Split

Ms. Hlebak stated that the vendor reinspected the equipment and provided revised proposals to either replace the compressor portion or the entire air conditioning unit; however, they could not guarantee that it would not break down and need servicing. She noted this matter was not urgent but it makes a difference in reducing the mildew smell and keeping the bathrooms fresher. Discussion ensued regarding a warranty, whether the replaced compressor would be the same model as the one in the new unit and issues finding vendors willing to maintain mini split systems after it is purchased, which might result in considering switching to traditional systems. Mr. Call stated that the Developer studied the issue and believed the mini split system was the best viable option and determined there would be no benefit in switching to a traditional air conditioning system.

This item was deferred to the January or February meeting, depending on progress, so other options and proposals can be obtained.

b. Securiteam: Proposal for Access System Upgrade

c. SMARTSolutions: Amenity Gate Access System Upgrade (*to be provided under separate cover*)

Ms. Hlebak gave an account of the discussions and thorough review of the Securiteam scope of services and proposal to upgrade to a new access system, as the CDD's current system is maxed out. Conversation ensued about approving costs subject to reviewing SMARTSolutions' proposal, which was pending. The standard warranty in the contract,

maintenance not being included and acquiring backup materials to prevent damages during lightning strikes, were discussed.

MOTION by Mr. Call and seconded by Ms. Comella, with all in favor, authorizing Staff to secure other proposals and to proceed with a contract and include power protection and battery backup costs to insulate and prevent damages from lightning strikes, in a not-to-exceed amount of \$18,000, subject to Mr. Silber reviewing the proposals before a contract is executed, was approved.

- **Second Amendment to the Leisure Facility Agreement with WTS International, LLC**
This item was an addition to the agenda.

Mr. Adams presented the Second Amendment to the Leisure Facility Agreement with WTS International, LLC, which was distributed during the meeting. Ms. Hlebak apologized for the delay as their legal department was inundated due to WTS acquiring LifeStart. Ms. Willson had no edits to the Agreement.

On MOTION by Mr. Call and seconded by Ms. Comella, with all in favor, the Second Amendment to the Leisure Facility Agreement with WTS International, LLC, increasing the fee to \$3,000 monthly, was approved.

E. Operations Manager: *Wrathell, Hunt and Associates, LLC*

Mrs. Adams presented a request from resident Nicholas Fisher for reimbursement of the cost to replace his phone that was damaged in a slip and fall accident caused when two homeowners overirrigated their property. She distributed the Apple Store invoice.

Ms. Hlebak reported that the two homeowners adamantly claim this is a runoff issue of which the Builder is aware but has taken no action and Gary provided photographs confirming the irrigation was not part of the common area and that the same spot was pressure washed at least two times.

Discussion ensued regarding the CDD's liability coverage, Mr. Fisher providing photographs of the area after the accident, whether Mr. Fisher had a responsibility to avoid the

accident and requiring Mr. Fisher to sign a release. No motion to approve reimbursement to Mr. Fisher was made. Mrs. Adams would email the documentation to the CDD's insurance carrier, in the event a claim is filed. Ms. Willson stated that was her recommendation, as well.

NINTH ORDER OF BUSINESS**Supervisors' Requests**

Mr. Call presented the varied maintenance quotes Ms. Hlebak obtained from Natural Trailbuilding, who built the bike park; the park would be conveyed to the CDD in the next few months, once the Engineer signs off on the requisition. He and Ms. Comella chose the Quarterly Maintenance Package 2 Option, in the amount of \$500 quarterly, with monthly inspections.

Mr. Silber asked for the cracked water bowl at the dog park to be repaired. Ms. Hlebak stated she would inspect it tomorrow.

To address line of site issues, Mr. Silber asked for a four-way stop at the intersection of Longspur and Fence Post Drive and to turn some of the parking spaces into plant beds, as the higher parked vehicles are causing line of sight issues. Mr. Adams would convey these requests to Mr. Wilkes to report on at the next meeting.

Mr. Call stated he would check on the status of the turnover of landscaping in Parcels C and E to the CDD.

TENTH ORDER OF BUSINESS**Adjournment**

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Call and seconded by Mr. Silber, with all in favor, the meeting adjourned at 7:05 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair