### **TSR**

## COMMUNITY DEVELOPMENT DISTRICT

January 12, 2022

BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

### TSR Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Phone: (561) 571-0010

Fax: (561) 571-0013

Toll-free: (877) 276-0889

January 5, 2022

Board of Supervisors
TSR Community Development District

#### **ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

#### Dear Board Members:

The Board of Supervisors of the TSR Community Development District will hold a Regular Meeting on January 12, 2022, at 5:00 p.m., at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments [3 minutes per person]
- 3. Consideration: Down to Earth Landscape Maintenance Agreement Addendum Parcel C
- 4. Consideration: Starkey Wilderness Park Foot Bridge and Access Agreement
- 5. Discussion/Consideration: SOLitude Lake Management, LLC, Pond Maintenance Addendum (to Accept Lake B-1)
  - Corrective Warranty Deed
- 6. Discussion: Starkey Ranch Sidewalk Cleaning
- 7. Discussion: Statutory Changes from 2021 Legislative Session
  - A. Wastewater and Stormwater Needs Analysis
  - B. Prompt Payment Policies
    - Consideration of Resolution 2022-02 Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
- 8. Acceptance of Unaudited Financial Statements as of November 30, 2021
- 9. Approval of December 1, 2021 Public Hearing and Regular Meeting Minutes
- 10. Action & Completed Items

Board of Supervisors TSR Community Development District January 12, 2022, Regular Meeting Agenda Page 2

#### 11. Staff Reports

A. District Counsel: Kutak Rock, LLP

B. District Engineer: Heidt Design, LLC

• Line of Sight Issues at Longspur and Fence Post Drive Intersection

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

• NEXT MEETING DATE: February 9, 2022 at 5:00 p.m.

#### o QUORUM CHECK

Mike Liquori	IN PERSON	PHONE	☐ No
Matt Call	IN PERSON	PHONE	☐ No
Jason Silber	IN PERSON	PHONE	☐ No
Tim Green	IN PERSON	PHONE	☐ No
Mary Comella	IN PERSON	PHONE	No

- D. Lifestyle Director & Amenity Manager: WTS International
  - I. Monthly Summary Report
  - II. Consideration of Gulf Coast Air Systems, Inc.: Estimates 64006324 and 62844214 for Repair and Replacement of Mini Split
  - III. Year in Review 2021
- E. Operations Manager: Wrathell, Hunt and Associates, LLC
- 12. Supervisors' Requests
- 13. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,

Chesley E. Adams, Jr.

District Manager

COPE. Admir

# TSR COMMUNITY DEVELOPMENT DISTRICT

3



#### **Landscape Maintenance Agreement Addendum**

Attn: TSR Community Development District

c/o Wrathell, Hunt & Associates, LLC 9220 Bonita Beach Road, Suite #214

Bonita Springs, FL 34135

Submitted By: Down To Earth

#### Starkey Ranch - Parcel C - Pond

#### Landscape Maintenance Addendum

<b>Parcel</b>	C-	<b>Pond</b>

Basic Maintenance \$12,246.00 Annually

Grand Total Annually \$ 12,246.00 Grand Total Monthly \$ 1,020.50

Title	Title	
Name	Name	
TSR COMMUNITY DEVELOPMENT DIST	FRICT Down To Earth	
Please specify the Grounds Maintenai	nce Addendum start date:	, 2021



21/2021



# TSR COMMUNITY DEVELOPMENT DISTRICT

#### STARKEY WILDERNESS PARK FOOT BRIDGE AND ACCESS AGREEMENT

**THIS AGREEMENT** to design and construct a foot bridge, and to allow access to the Jay B. Starkey Wilderness Park ("Park") is made and entered into by and among Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and the TSR Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("TSR CDD.

#### WITNESS ETH:

WHEREAS, the Park is owned by the Southwest Florida Water Management District ("SWFWMD") and for which the County performs management and maintenance pursuant to that certain Management Agreement Between The Southwest Florida Water Management District And The Board Of County Commissioners Of Pasco County, Florida For Management And Use Of The J.B. Starkey Wilderness Park, dated June 23, 2015, as amended by the First Amendment, by and between the SWFWMD and the County ("Management Agreement"); and

WHEREAS, the Starkey Ranch is a residential development project contiguous to the Park, containing numerous trails including two trails that terminate at the boundary of the Park as depicted on Exhibit A and designated as Access Point A and Access Point B (together referred to as "Access Points"); and

**WHEREAS**, the TSR CDD is or will soon be the fee owner of the two trails that terminate at Access Point A and Access Point B and desires access to the Park for residents of Starkey Ranch through the Access Points; and

WHEREAS, SWFWMD is the holder of that certain easement, created in the instrument recorded in O.R. Book 4482, page 132, as amended by that instrument recorded in O.R. Book 9623, page 3310, all recorded in the Public Records of Pasco County, Florida, which easement provides access to SWFWMD to Access Point B over a portion of the land owned or soon to be owned by TSR CDD ("Easement"). The Easement is depicted in Exhibit A; and

**WHEREAS**, in order for the residents of Starkey Ranch to readily access trails in the Park in the vicinity of Access Point A, a crossing must be constructed over the Anclote River; and

**WHEREAS**, the TSR CDD is willing to construct a foot bridge over the Anclote River ("Foot Bridge") and to provide for any future maintenance, repair and replacement; and

**WHEREAS**, the parties desire to enter into this Agreement to establish their rights and responsibilities with respect to the establishment and maintenance of Access Points A and B and the Foot Bridge.

**NOW, THEREFORE,** in consideration of the covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. INCORPORATION. The recitals set forth above are incorporated herein in their entirety.
- 2. ACCESS POINTS GATES AND SIGNS.
  - a. The TSR CDD will construct or acquire a gate or gates in the boundary line fencing of the Park at the approximate location of Access Points A and B adjacent to the existing cattle gates. TSR CDD shall work with the County's Primary Contact regarding the type of gate

to be installed and obtain approval from County of final installation of pedestrian gate. The gate at Access Point A shall be of a size sufficient to allow pedestrians, bikes, wheelchairs, strollers, and other similar means of transport, (collectively referred to as "Recreational Transport") and County and SWFWMD ATVs to enter the Park. At Access Point B there will be one gate for Recreational Transport,. The existing cattle gates shall remain for heavy equipment for Park maintenance and protection that is not accessible to the public.

- b. The TSR CDD acknowledges and agrees that the trails within the Park leading to or in the proximity of the Access Points will not be improved and will remain in their existing condition despite the consent to allow access to the Park at the Access Points.
- c. Except as to the County and the SWFWMD, access to the Park through the Access Points is limited to the Park hours established by the County.
- d. Only the County and SWFWMD may install locks on the gates.
- e. TSR CDD shall locate informational signs at Access Points A and B at the time that the gates for Access Points A and B are installed. The signs will inform the public (i) that the Starkey Wilderness Park is a cooperative project between the Southwest Florida Water Management District and Pasco County, (ii) of the Park hours, and (iii) by use of a map, the location of recreational opportunities in the Park. Approval of the signs by the County's and the SWFWMD's Primary Contact must be obtained prior to the installation of the signs.
- f. The activities authorized in this Agreement to be undertaken by TSR CDD shall not be construed as authority to directly or indirectly impact or interfere with SWFWMD's rights under the Easement. TSR CDD shall undertake activities under this Agreement in a manner that does not impact or infringe upon SWFWMD's rights under the Easement. Further, the TSR CDD will not do or cause to be done any action that will impact or interfere with any of the provisions set forth in the Conservation Easement, including but not limited to doing or causing to be done any of the prohibited uses of the Park as stated in the Conservation Easement. The TSR CDD also will not do or cause to be done any action that will impact or interfere with the authorizations granted by the Environmental Resource Permit Numbers listed in the Conservation Easement.

#### 3. FOOT BRIDGE FUNDING, DESIGN, ENGINEERING AND CONSTRUCTION.

a. With input from the County, which shall obtain input from the SWFWMD pursuant to the Management Agreement, TSR CDD or its designee shall pay for and procure the design, engineering, permitting and construction for the Foot Bridge, and any future repair or replacement. The Foot Bridge shall be at least six feet wide with bump-outs allowing turn around compliant with the Americans with Disabilities Act of 1990. TSR CDD or its designee shall obtain approval of the County and the SWFWMD staff designated herein as the Primary Contact to receive notices of the design and engineering plans for the Foot Bridge. However, input and approval from the County and SWFWMD does not constitute permitting approval of the County or SWFWMD which shall be a separate and independent process. The SWFWMD's and County's approval of the design and engineering plans will only be regarding the proposed location, use, aesthetics and consistency with the overall management objectives of the Park as described in the Management Agreement and does not constitute a representation or warranty that the SWFWMD or County has verified the architectural, engineering, or other components of the construction plans, or that such plans are in compliance with SWFWMD and County rules, regulations, codes or ordinances. TSR CDD shall obtain all necessary permits for the construction, repair or replacement of the

Foot Bridge. Neither the County nor SWFWMD shall be a party to any contracts for design, engineering, permitting or construction, repair or replacement of the Foot Bridge.

b. The TSR CDD or its designee shall require the Foot Bridge construction contractor to procure and maintain during the period of the Foot Bridge construction general liability insurance in the amounts of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate necessary to protect the County and SWFWMD in amounts as determined by the parties. Such insurance policies shall name the County and SWFWMD, their officers, agents and employees as additional insureds and certificate holders. The TSR CDD or its designee shall also require the Foot Bridge contractor to indemnify and hold harmless the County and SWFWMD, as well as their agents, employees, commissioners, officers and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the Foot Bridge contractor arising out of or in any way connected with the construction of the Foot Bridge.

#### 4. MAINTENANCE, REPAIR AND REPLACEMENT OF THE FOOT BRIDGE.

- a. Notwithstanding the County's responsibilities for maintenance under the Management Agreement, in the event that the Foot Bridge is in need of maintenance, repair or replacement (collectively referred to as the "Work"), the County will provide written notice to the TSR CDD of the need for the Work. The notice will include a description of the needed Work. The TSR CDD shall contact the County within 30 days of the notice to coordinate performance of the Work by the TSR CDD. The TSR CDD shall be solely responsible for the cost of the Work. At least 30 days prior to any repair or replacement of the Foot Bridge, draft construction plans for repair or replacement shall be submitted to the County, which will submit them to SWFWMD's Primary Contact, for review and approval by the County and SWFWMD. The SWFWMD's and County's review and approval of the draft repair or construction plans will only be regarding the proposed location, use, aesthetics and consistency with the overall management objectives of the Park as described in the Management Agreement and does not constitute a representation or warranty that the SWFWMD or County has verified the architectural, engineering, or other components of the construction plans and documents, or that such plans and documents are in compliance with SWFWMD and County rules, regulations, codes or ordinances. The TSR CDD shall obtain all necessary permits for the repair or replacement of the Foot Bridge.
- b. The provisions of paragraph 3.a. and b. shall also apply to the repair or replacement of the Foot Bridge.

#### 5. RELEASE AND INDEMNIFICATION.

- a. The County and SWFWMD shall have no duties or responsibilities with respect to the design, construction, maintenance or repair of the Foot Bridge except as set forth in Sections 3 and 4 above.
- b. TSR CDD hereby consents and agrees to assume all risks and hazards incidental to the design, construction, maintenance and repair of the Foot Bridge and Access Points A and B. The TSR CDD hereby fully remises, releases, acquits, covenants not to sue and forever discharges SWFWMD and the County and their predecessors, or affiliated corporations, partners, agents, employees, directors, officers, successors and assigns, jointly and severally, of and from any and all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether arising at law or equity, which the TSR CDD may now have

or may hereafter have that arise out of or in any way relate to events, acts, conduct, or omissions in furtherance of any obligations set forth herein. This release does not include those claims that cannot be waived as a matter of law or otherwise arising directly from the negligent, willful, or intentional conduct of SWFWMD or the County.

- c. The TSR CDD agrees to maintain liability insurance coverage for the duration of this Agreement. To the extent allowed by applicable law from time to time, and without waiving the provisions of Section 768.28, F.S., The TSR CDD agrees to indemnify, defend, and hold SWFWMD and the County harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the TSR CDD and its respective officers, employees, contactors and agents related to its performance under this Agreement. Nothing in this Agreement shall be interpreted as a waiver of SWFWMD's, the County's or TSR CDD's sovereign immunity or an extension of their liability beyond the limits established in Section 768.28, F.S.
- d. The terms of this Section 5 shall survive the termination or expiration of this Agreement

#### 6. <u>CONTROLLING LAW.</u>

This Agreement is entered into pursuant to the laws of the State of Florida, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Sixth Judicial District, in and for Pasco County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. In the event of any litigation concerning this Agreement, the parties waive all rights to a jury trial.

#### 7. NOTICE AND CONTACT.

Any notices required under this Agreement shall be in writing and be addressed to the County or to the TSR CDD, as applicable, as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service and shall be deemed to have been given or made as of the date received. The parties' and SWFWMD's primary contacts for Sections 3 and 4 of this Agreement are indicated below.

If to County: Pasco County Administrator

8731 Citizens Drive, Suite 350 New Port Richey, FL 34654

With a copy to:

Parks, Recreation and Natural Resources Director

4111 Land O' Lakes Blvd., Suite 202

Land O' Lakes, FL 34639

Primary Contact:
Natural Resources Manager
Natural Resources Division

4111 Land O' Lakes Blvd., Suite 202

Land O' Lakes, FL 34639

If to TSR CDD: TSR Community Development District

2300 Glades Road, Suite 410W

Boca Raton, FL 33431 Attn: District Manager

With a copy to: Kutak Rock, LLP P.O. Box 10230

Tallahassee, FL 32302 Attn: Alyssa C. Willson

Primary Contact:	

If to SWFWMD: Primary Contact:

Carmen Sanders

Land Use Program Specialist

Southwest Florida Water Management District

2379 Broad Street Brooksville, FL 33604

#### 8. FORCE MAJEURE.

Notwithstanding anything contained in this Agreement to the contrary, and subject to the terms of this paragraph, any party's failure to perform its obligations under this Agreement, other than with respect to the payment of money or the giving of any notice required hereunder, shall not be a default, and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole in part to acts of God; acts of public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in construction of the Foot Bridge); civil disturbance; terrorist act; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any

action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Foot Bridge, over the construction anticipated to occur, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; discovery of hazardous or toxic materials; failure of the Internet; failure of power, telecommunication, data connectivity or other services provided by a third party including any local utility provider; delays caused by any dispute resolution process; or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required hereunder, or any of its contractors or other representatives, whether or not similar to any of the causes herein above stated.

To be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of the Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.

#### 9. CONFLICTING LAW; SEVERABILITY.

If a conflicting law is enacted after the Effective Date of this Agreement, then the parties shall meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement providing the parties with the rights and remedies intended to be provided herein. Nothing herein shall preclude any party from challenging the validity of any conflicting law. Each provision in this Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected.

#### 10. <u>EFFECTIVE DATE; TERM.</u>

The term of this Agreement shall commence on the date of last signatory hereto (the "Effective Date") and, shall continue in full force and effect for the duration of the Management Agreement and any extensions thereto. The term of the Management Agreement as of the effective date of this Agreement is through June 22, 2040. This Agreement may be terminated in whole or in part upon agreement in writing by each of the Parties hereto, which agreement shall not be unreasonably withheld.

#### 11. <u>AMENDMENTS.</u>

This Agreement shall not be changed except by written instrument signed by both parties.

#### 12. NONA PPROPRIATIONS.

The parties acknowledge and agree that the County's obligations herein to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein are subject to appropriation regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the County Commission on a fiscal year basis, the County's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the County Commission).

This Agreement shall not constitute an indebtedness of the County nor shall it constitute an obligation for which the County is obligated to levy or pledge any form of taxation or for which the County has levied or pledged any form of taxation.

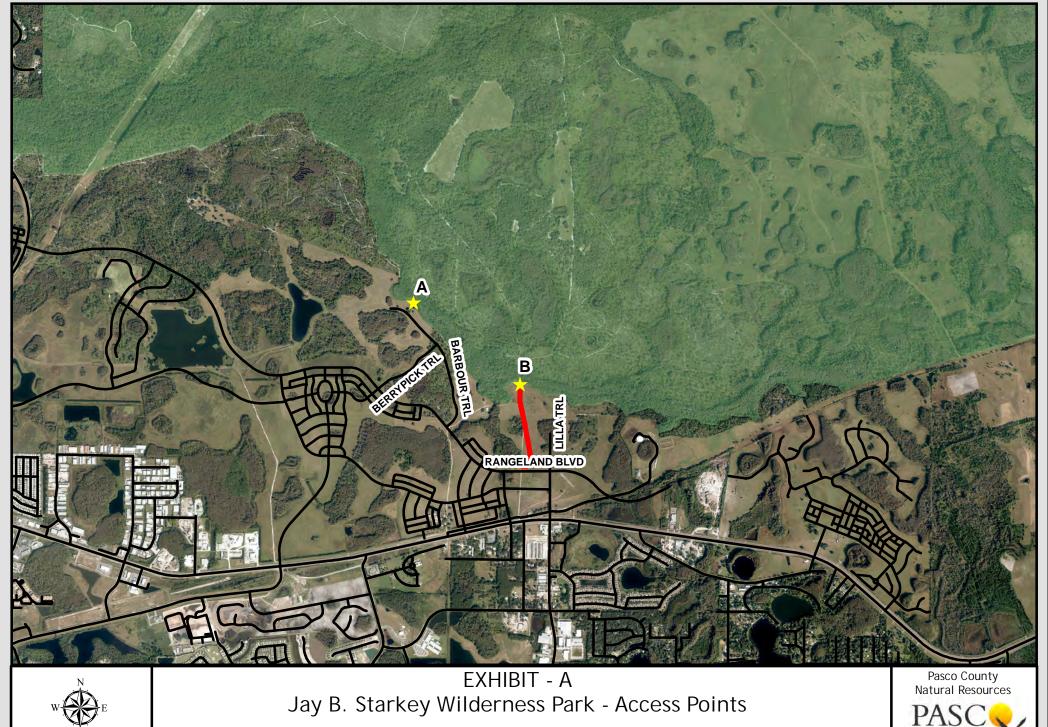
Should the County not fulfill a financial obligation pursuant to this Agreement, the Agreement may be terminated without any further obligation. No money previously paid by the TSR CDD will be reimbursed.

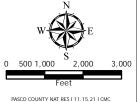
#### 13. ENTIRE UNDERSTANDING.

This Agreement embodies the entire understanding between the County and the TSR CDD with respect to the subject referenced herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the last day of execution below.

(SEAL)		PASCO COUNTY, FLORIDA
ATTEST:  By:  NIKKI ALVAREZ-SOWLES, ESQ  CLERK & COMPTROLLER		By:
		Date:2022
		TSR Community Development District
WITNESSES:	Ву:	
	Its:	
Print or Type Name	Date:_	
Print or Type Name		





Park Boundary

Roads



**Access Easement** 



**Access Points** 



This map is intended for informational purposes only. The data contained herein is not reflected under the supervision of, or aprroved by a licensed surveyer. It is not intended for legal purposes.

# TSR COMMUNITY DEVELOPMENT DISTRICT

The Starkey Ranch CDD - Aquatic Maintenance		
Bid Schedule Addendum		
2/1/2022 thru 1/31/2023		
Description	ID#	12 Month Price
Lake	B-1	\$ 4584
Total Addendum Price		\$ 4584



INSTR# **2021168088** OR BK **10411** PG **2166** Page 1 of 12 08/10/2021 07:44 AM Rcpt: 2337020 Rec: 103.50 DS: 0.00 IT: 0.00 Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

#### PREPARED BY AND RETURN TO:

Alyssa C. Willson, Esq. Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, FL 32301

Property Appraiser's Parcel ID (Folio)

Number(s): Parcel 4A and 5: A portion of 19-26-17-0000-00100-0011

Parcel 6: 20-26-17-0000-00100-0084

#### CORRECTIVE¹ WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED is made this day of d

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

#### WITNESSETH:

WITNESSETH, that the Grantor, for good and valuable consideration by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Pasco County, State of Florida, viz: (hereinafter, the "Property"):

See legal description, attached hereto as **Exhibit A** and by reference made a part hereof.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and

<sup>&</sup>lt;sup>1</sup> THIS CORRECTIVE WARRANTY DEED IS BEING RECORDED TO CORRECT THE POINT OF COMMENCEMENT IN THE FIRST LEGAL DESCRIPTION CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 10383, PAGE 1919, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2021.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of:	WS-TSR, LLC
Printed Name: Glanda Miller	By: Name:  (Print or Type Name)  Title: Authory 700 Signator
Printed Name: Changy Summ	
STATE OF FLORIDA COUNTY OF	
notarization, this 3 day of 100 2021,	vare limited liability company, for and on behalf of said
CHANCY L. SUMMERS MY COMMISSION # GG 268879 EXPIRES: February 17, 2023 Bonded Thru Notary Public Underwriters	Signature of Notary Public  Change Summes  Print Name

#### Exhibit A

#### Description Sketch

DESCRIPTION: A parcel of land lying in Sections 19 & 30, Township 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 19, run thence along the South boundary thereof, N.89°04'06"W., a distance of 175.92 feet to a point being on the Northerly right-of-way line of LAKE BLANCHE DRIVE, as described in Official Records Book 8800, Page 876, of the Public Records of said. County, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line the following five (5) courses: 1) Westerly, 269.62 feet along the arc of a non-tangent curve to the right having a radius of 969.00 feet and a central angle of 15°56'32" (chord bearing S.82°57'38"W., 268.75 feet); 2) N.89°04'06"W., a distance of 1376.45 feet; 3) Westerly, 553.27 feet along the arc of a tangent curve to the right having a radius of 1189.00 feet and a central angle of 27°07′02° (chord bearing N.75°30′35°W., 548.12 feet); 4) Northwesterly, 79.93 feet along the arc of a non-tangent curve to the right having a radius of 1169.00 feet and a central angle of 03°55'03° (chord bearing N.57°50'02"W., 79.91 feet); 5) N.55°52'30"W., a distance of 23.76 feet to a point on the Easterly boundary of a Florida Power Corporation 295.00 foot Right of Way according to Official Record Book 276, Page 184, of the Public Records of said County; thence along said Easterly boundary, N.34\*08'40"E., a distance of 783.49 feet; thence S.85\*31"31"E., a distance of 1884.01 feet to a point on the Westerly boundary of lands described in said Official Records Book 9510, Page 1451; thence along said Westerly boundary the following ten (10) courses: 1) S.22°52'48"W., a distance of 216.66 feet; 2) S.03°15'56"E., a distance of 177.24 feet; 3) S.43°57'D3"E., a distance of 79.70 feet; 4) S.45°52'13"E., a distance of 34.89 feet; 5) Southeasterly, 13.90 feet along the arc of a tangent curve to the right having a radius of 25.BB feet and a central angle of 31°51'53" (chord bearing \$.29°56'18"E., 13.73 feet); 6) S.14°00'19°E., a distance of 75.65 feet; 7) Southerly, 17.03 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 39°D1°15" (chord bearing S.D5°30'18"W., 16.70 feet); 9) S.25°00'56"W., a distance of 50.47 feet; 9) Southwesterly, 15.30 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 35°04'00" (chord bearing \$.42°32'55"W... 15.06 feet); 10) S.20°41'37\*E., a distance of 47.04 feet to a point on aforesaid Northerly right-of-way line of LAKE. BLANCHE DRIVE; thence along said Northerly right-of-way line the following two (2) courses: 1) Westerly, 24.92 feet along the arc of a non-tangent curve to the right having a radius of 1169.00 feet and a central angle of 01°12′59° (chord bearing S.69°54′52″W., 24.82 feet); 2) Westerly, 50.68 feet along the arc of a non-tangent curve to the right having a radius of 969.00 feet and a central angle of 02°59'48" (chord bearing 3.73°29'28"W., 50.67 feet) to the POINT OF BEGINNING.

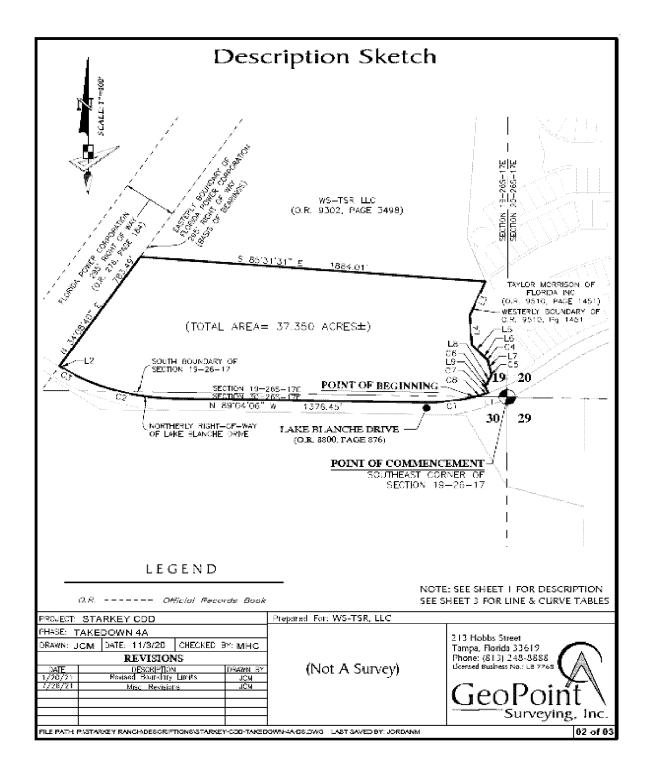
Containing 37,350 acres, more or less.

#### BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY BOUNDARY OF FLORIDA POWER CORPORATION 295 FOOT RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 275, PAGE 184, OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, HAVING A GRID BEARING OF N.34°08'40°E. THE GRID BEARINGS. AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-1990 ADJUSTMENT) FOR THE WEST ZONE OF ELORIDA

NOTE: SEE SHEET 2 FOR SKETCH SEE SHEET 3 FOR LINE & CURVE TABLES

PROJECT: S	STARKEY CDD			Prepared For: WS-TSR, LLC		
PHASE: TA	KEDOWN 4A			(Niet A C)	2   3 Hobbs Street	
SRAWN: JC	M DATE: 11/3/20	CHECKED BY:	MHC	(Not A Survey)	Tampa, Florida 33619	
REVISIONS		Digitally signed by Joseph Rager	Phone: (813) 248-8888 / A			
DATE 1/20/21	OBSCRIPTION Revised Soundary		WAN BY	Date: 2021.07.27	Licensed Business No.: LB 7763	
7/26/21	Mrsc. Revision		JON JON	12:05:57 -05'00'	Cappaint	
				Joseph G. Rager	GeoPoint \	
				FLORIDA PROFESSIONAL LS7205 SURVEYOR & MAPPER NO. LS7205	Surveying, Inc.	
FILE PARK P%	FILE PATH PYSTARGEY RANCHADESCRIFTIONSISTARGEY-COD-TARGEOWN-IA-OS DWG LAST SAVED BY: JORDANM 01 of 03					



### Description Sketch

LINE DATA TABLE				
NO.	BEARING	LENGTH		
L1	N 89'04'05" W	175.92°		
L2	N 55'52'30" W	23.76		
L3	5 22'52'48" W	216.56		
L4	S 031556" E	177,24"		
L5	S 43/57/03" E	79,70		
LS	S 45'52'13" E	34.89"		
L7	S 14"00"19" E	75.65		
L8	5 25'00'56" W	50.47		
Lä	S 20'41'37" E	47.04		

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	969.001	15'56'32"	269.521	268.75*	S 82°57'38" W
C2	1169.00	27'07'02"	555.27	548.12	N 75'30'35" W
03	1169,00"	<i>3</i> "55'03"	79.93	79.91	N 57'50'02" W
C4	25.001	31'51'53"	13.90	13,73"	S 29'56'16" E
C5	25.00*	39101'15"	17.03	16,70"	5 05'30'18" W
C6	25 00"	35'04'00"	15.30'	15.06"	5 42'32'55" W
C7	1169.00"	1112"59"	24.82	24.62	5 69'54'52" W
C8	969.001	2'59'48"	50,581	50.671	5 73'29'28" W

NOTE: SEE SHEET 1 FOR DESCRIPTION SEE SHEET 2 FOR SKETCH

PROJECT: STARKEY	CDD	·	Prepared For: WS-TSR, LLC	
PHASE: TAKEDOWN	14A			213 Hobbs Street
DRAWN: JCM DATE: 11/3/2D CHECKED BY: MHC  REVISIONS			Tampa, Florida 33619 Phone: (813) 248-8888 Ucersed Bushess No.: L8 7768	
DATE DESCRIPTION DRAWN 6Y 1/20/21 Revised Boundary Limits JON	(Not A Survey)			
7/28/21 Misc Revisions JCM			CaaDaint	
			GeoPoint \	
				Surveying, Inc.
FILE PATH: PASTARKEY RAN	CHADESCRIFTIONS\STAF	EXEY-COD-TAKED	I XXMN-4A-DS:DWG   LAST SAVED BY: JORDANM	03 of 0

#### Description Sketch (Not A Survey)

#### STARKEY RANCH LAKE BLANCHE TAKEDOWN - PARCEL 5

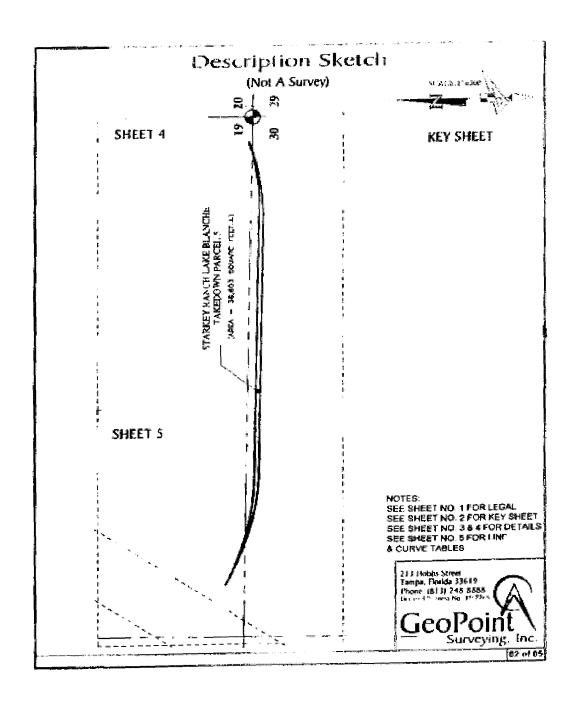
DESCRIPTION: A parcel of land lying in Sections 19 and 39, Fownship 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

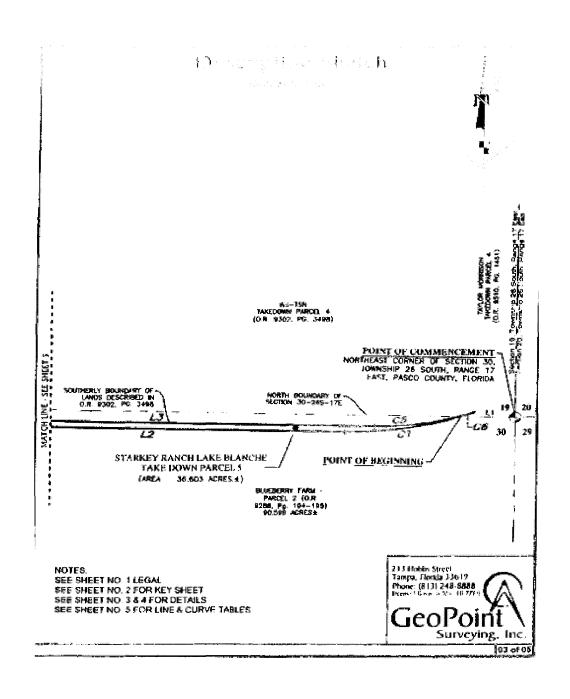
COMMENCE at the Northwast corner of the said Section 30, run thence along the North boundary thereof, N.89°04'06"W, a distance of 170 99 feet to the POINT OF BEGINNING; thence Westerly, 370.51 feet along the arc of a non-tangent curve to the right having a radius of 1:69.00 feet and a central angle of 16"09"35" (chord bearing S 81\*51\*25\*W., 388.96 feet); Prence N.89\*03'47\*W., a distance of 1244.48 feet, thence Westerly, 597 20 feet along the arc of a targent curve to the right having a radius of 1168 00 feet and a contral angle of 29"16 14" (chord bearing N.74"25"40"W., 590 73 (eet) to a point on the Southerly boundary of lands directibed in Official Records Book 9302, Page 3498, of the Public Records of Pasco County, Florida; thence along said Southerly boundary the following four (4) courses: 1) Easterly, 213.25 feet along the arc of a non-langent curve to the left having a radius of 1169.00 feet and a central angle of 10°27'08" (chord bearing S.67\*10'38"E., 212.98 feet); 2) Easterly, 340.02 (set along the set of a compound curve to the left having a radius of 1189.00 feet and a central angle of 16"38"64" (chord bearing 5.80"44"09"E., 338.82 feet); 3) S.89°04'06'E., a distance of 1378.45 feet, 4) Easterly, 320.30 feet along the arc of a tangent curve to the left having a radius of 969.00 feet and a central engle of 16"56"20" (chord bearing N.81"27"44"E., 318.84 feet); thence departing said Southerly boundary, Westerly, 48.00 feet along the arc of a non-tangent curve to the right having a radius of \$169.00 feet and a central engle of 67" 5"16" ichard bearing S.71"38"59"W., 45.99 feet) to the POINT OF BEGINNING.

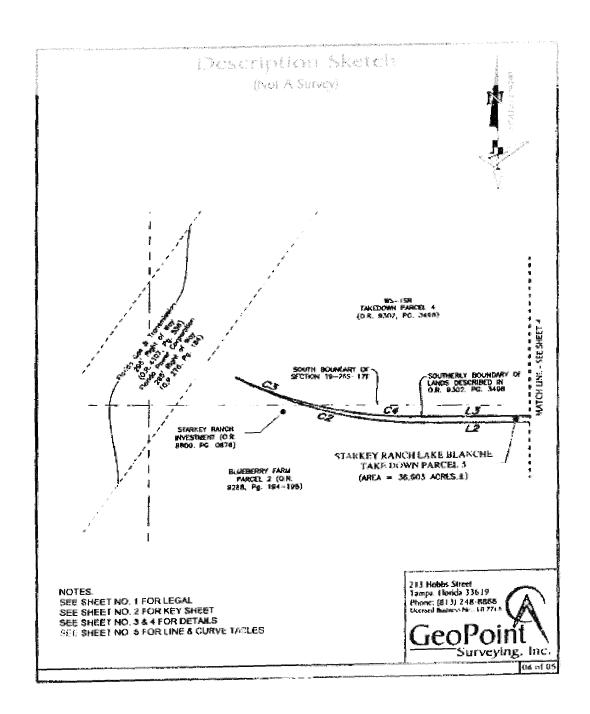
Containing 36,603 square feet, more or less.

NOTES. SEE SHEET NO. 2 FOR KEY SHEET SEE SHEET NO. 3 & 4 FOR DETAILS SEE SHEET NO. 5 FOR LINE & CURVE TABLES

PROJECT: Starkey Flanch	Precared For: MS-1006, ITC	
PHASE: Lake Blanche Telkedown Parcel 5 DRAWN: JCM DATE: 12/11/19 CHECKED BY: JGR		213 Hobbs Staret
REVISIONS DOCUMENTON CHARGE OF		Tampa, Horida 33619 Phone: (813) 248-8888 Userned Belinca No. 18 7746
	Se or Life	GeoPoint\
	Function of LS7205	Surveying, Inc.
FLE PATH IT ISTANDLY RUMENAGEBORET TOTAL SECTION SECTION FOR PLANT AND ARE	E-HIAMONE-PARCEIS DE PRAS. LAST BAVED ON JOHN	anu 01 05







#### Description Sketch (Not A Survey)

1.1	NE DATA T	ABLE
NO.	BEARING	LENGTH
L1	N 89'04'06" W	170.99
L2	N 89'03'47" W	1244,48
u	S 89'04'06" E	1378 45"

CURVE DATA TABLE						
NO.	RADIUS	DELTA	ARC	CHORD	BEARING	
ĈI	1169.00"	18:09/35"	370.51	368.98	S 61'51'25" W	
C2	1169.00"	29'16'14"	597.20	590.73	N 74'25'40" W	
Ċ3	1169.00	10"27'08"	213.25	212.96	S 67 10'36" E	
C4	1169.00	16'39'54"	340.02	338.62	5 B0744'09' (	
C5	969,00	18 56 20	320.50	318.64	M 81'27'44" E	
66	1169.00"	215'16"	48.00"	45.99'	S 71'38'59" W	

NOTES. SEE SHEET NO. 1 FOR LEGAL SEE SHEET NO. 2 FOR KEY SHEET SEE SHEET NO. 3 & 4 FOR DETAILS SEE SHEET NO. 5 FOR LINE & CURVE TABLES



#### Description Sketch

(Not A Survey)

#### STARKEY RANCH LAKE BLANCHE TAKEDOWN - PARCEL 6

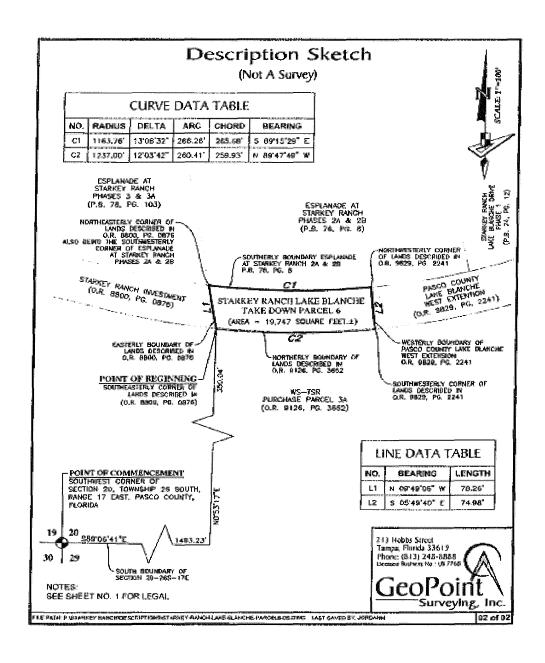
**DESCRIPTION:** A percel of land lying in Section 20, Township 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the said Section 20, run thence along the South boundary thereof, S.89°06'41"E., a distance of 1493.23 feet; thence departing said North boundary, N.00°53'17"E., a distance of 350.04 feet to the Southeasterly corner of lands described in Official Records Book 8800, Page 0678, of the Public Records of Pasco County, Florida, said point also being the POINT OF BEGINNING, thence along the Easterly boundary thereof, N.09'49'06"W., a distance of 78.28 feet to the Mortheasterly corner of said lands described in Official Records Book 8800, Page 0876, said point also being the the Southwesterly corner of ESPLANADE AT STARKEY RANCH PHASES 2A & 2B, as recorded in Plat Book 76, Page 8, of the Public Records of Pasco County; therice along the Southerly boundary thereof, Easterly, 266.26 feet along the arc of a non-tengent curve to the left having a radius of 1163.76 feet and a central angle of 13°06'32" (chord bearing S.89°15'29"E., 285.68 feet) to the Northwesterly corner of lands described in Official Records Book 9829, Page 2241, of the Public Records of Pasco County, Florida; thence along the Westerly boundary thereof, S.05°49'40°E., a distance of 74.98 feet to the Southwesterly comer of said lands described in Official Records Book 9829, Page 2241, said point also being on the Northerly boundary of lands described in Official Records Book 9126, Page 3652, of the Public Records of Pasco County, Florida, thence along said Northerly boundary, Westerly, 260.41 feet along the arc of a non-tangent curve to the right having a radius of 1237.00 feet and a central angle of 12°03'42" (chord bearing N 89°47'49"W., 259.93 feet) to the POINT OF BEGINNING.

Containing 19,747 square feet, more or less.

NOTES; SEE SMEET NO. 2 FOR SKETCH, LINE AND CURVE TABLES

PROJECT: SO	arkey Ranch		Prapared For U.S. Prana II.C	
PHASE: Lake	e Blanche Takedown F	Parcel 6	STORY OF THE PARTY	
DRAWN: JCW	1 DATE: 12/12/19 CHE	CKED BY: JGR	213 Hobbs Street Tampa, Florida 33619	•
	REVISIONS		₹ 1/° 100° °\	ιì
DATE	DESCRIPTION	CARAMIN BY	thousand the sine is No.: (1) 7766	ů.
	FLACTOR CONTROL - A. Rel .		FLOWING THE TOTAL TO THE TOTAL	· N
	77 10202 5.22		GeoPoint	ľ
			Propos & Warner LS7205 Surveying, I	inc.
			2009 L 991 St. 1997 CR. 1901	COLUMN TO SERVICE
FILE PATH: PAST	Makey ranchibeschertions	STARKEY-RANCH-LAK	KE-BLANCHE-PARCELI-08.0WG LAST BAVED BY: ADMIDANM 01	of 02



## TSR COMMUNITY DEVELOPMENT DISTRICT



Attorneys and Counselors

#### **MEMORANDUM**

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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

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

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

#### What constitutes "wastewater services"?

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

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

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

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

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

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

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

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

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

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

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

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

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

## TSR COMMUNITY DEVELOPMENT DISTRICT

**7**B



Attorneys and Counselors

#### **MEMORANDUM**

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the "Local Government Prompt Payment Act") was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

#### VII. Resolution of Disputes

\* \* \*

#### **B.** Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
- 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
- With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

- 34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
- 45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
- A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
- 67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### X. Late Payment Interest Charges \*\*\*

**B.** Related to Construction Services

Page 3 of 3 Prompt Payment Policies

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

#### **RESOLUTION 2022-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TSR COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the TSR Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

**WHEREAS,** Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TSR COMMUNITY DEVELOPMENT DISTRICT:

- SECTION 1. The Prompt Payment Policies and Procedures attached hereto as Exhibit A are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.
- **SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of January 2022.

ATTEST:	TSR COMMUNITY DEVELOPMENT DISTRICT
	<del></del>
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

## **EXHIBIT A**

# TSR COMMUNITY DEVELOPMENT DISTRICT

## **Prompt Payment Policies and Procedures**

In Accordance with the Local Government Prompt Payment Act Chapter 218, Part VII, Florida Statutes

January 12, 2022

# TSR Community Development District Prompt Payment Policies and Procedures

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#### I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the TSR Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

#### II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

#### III. Definitions

#### A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

#### **B.** Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

#### C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

#### D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

#### E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

#### F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

#### G. Non-Construction Goods and Services

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

#### H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

#### I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

#### J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

#### K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

#### L. Vendor

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

#### IV. Proper Invoice/Payment Request Requirements

#### A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

#### B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8016523464C-4. A copy of the tax-exempt form will be supplied to Providers upon request.

#### C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email adamsc@whhassociates.com).

#### D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

- 1. Name of Vendor
- 2. Remittance address
- 3. Invoice Date

- 4. Invoice number
- 5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
- 6. Project name (if applicable)
- 7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
- 8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
- 9. Any applicable discounts
- 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

#### E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

#### V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

#### 1. Mailing and Drop Off Address

TSR Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

#### 2. Email Address

adamsc@whhassociates.com

#### VI. Calculation of Payment Due Date

#### A. Non-Construction Goods and Services Invoices

#### 1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

#### 2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the <u>latest</u> date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

#### 3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

#### 4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

#### B. Payment Requests for Construction Services

#### 1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

#### 2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

#### 3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

#### VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

#### A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

#### B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

- 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
- 3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
- 4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
- 5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
- 6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

# IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

#### A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

#### **B.** Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

#### C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

# TSR COMMUNITY DEVELOPMENT DISTRICT



TSR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2021

# TSR COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS NOVEMBER 30, 2021

400570	General Fund	Debt Service Fund Series 2015	Debt Service Fund Series 2015A	Debt Service Fund Series 2016	Debt Service Fund Series 2017	Debt Service Fund Series 2018	Debt Service Fund Series 2019	Capital Projects Fund Series 2015A	Capital Projects Fund Series 2016	Capital Projects Fund Series 2018	Capital Projects Fund Series 2019	Total Governmental Funds
ASSETS Cash	\$5,994,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,994,286
Investments	φ5,994,200	Φ -	φ -	Φ -	Φ -	Φ -	φ -	φ -	φ -	Φ -	φ -	\$ 5,994,200
Revenue		54,210	36,376	33,361	24,251	9,096	3,464			_	_	160,758
Reserve	_	647,106	652,500	481,322	403,162	320,366	165,100					2,669,556
Prepayment	_	047,100	170	401,322	2,881	320,300	100,100	_		_		3,052
Construction			-		2,001			441	86	38,807	2,418,695	2,458,029
Undeposited funds	295,373							771	-	30,007	2,410,090	295,373
Due from Developer C	53,909	_	_		_			_		_		53,909
Due from Homes by West Bay	25,957				39,851							65,808
Due from other	1,318				39,031							1,318
Due from general fund	1,510	480,267	484,233	476,321	594,551	475,448	244,968					2,755,788
Utility deposit	1,500	400,207	404,233	470,321	394,331	473,440	244,900	-	_	-	-	1,500
Total assets	\$6,372,343	\$1,181,584	\$1,173,279	\$ 991,004	\$1,064,696	\$804,910	\$413,532	\$ 441	\$ 86	\$ 38,807	\$2,418,695	\$14,459,377
Total assets	ψ0,072,040	Ψ1,101,304	Ψ1,173,273	Ψ 991,004	Ψ1,004,030	Ψ004,910	ψ <del>4</del> 13,332	Ψ ++1	Ψ 00	Ψ 30,007	Ψ2,410,090	Ψ14,409,011
LIABILITIES Liabilities:												
	<b>6</b> 54 005	•	Φ.	•	•	•	•	•	•	•	•	¢ 54.005
Accounts payable	\$ 51,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,285
Credit card payable	135	-	-	-	-	-	-	-	-	-	-	135
Due to Developer	101,119	-	-	-	-	-	-	-	-	-	-	101,119
Due to debt service fund 2015	480,267	-	-	-	-	-	-	-	-	-	-	480,267
Due to debt service fund 2015A	484,233	-	-	-	-	-	-	-	-	-	-	484,233
Due to debt service fund 2016	476,321	-	-	-	-	-	-	-	-	-	-	476,321
Due to debt service fund 2017	594,551	-	-	-	-	-	-	-	-	-	-	594,551
Due to debt service fund 2018	475,448	-	-	-	-	-	-	-	-	-	-	475,448
Due to debt service fund 2019	244,968	-	-	-	-	-	-	-	-	-	-	244,968
Contracts payable	-	-	-	-	-	-	-	-	-	-	627	627
Accrued taxes payable	122											122
Total liabilities	2,908,449						-				627	2,909,076
DEFERRED INFLOWS OF RESOURCE												
Unearned revenue	181	-		-	-	-	-	-	-	-	-	181
Deferred receipts	79,866		152,702		97,366	57,396	195,501					582,831
Total deferred inflows of resources	80,047		152,702		97,366	57,396	195,501					583,012
FUND BALANCES Assigned:												
Restricted for												
Debt service	-	1,181,584	1,020,577	991,004	967,330	747,514	218,031	-	-	-	-	5,126,040
Capital projects	-	-	-	-	-	-	-	441	86	38,807	2,418,068	2,457,402
Unassigned	3,383,847	-	-	-	-	-	-	-	-	-	-	3,383,847
Total fund balances	3,383,847	1,181,584	1,020,577	991,004	967,330	747,514	218,031	441	86	38,807	2,418,068	10,967,289
Total liabilities, deferred inflows of resour	rces \$6,372,343	\$1,181,584	\$1,173,279	\$ 991,004	\$1,064,696	\$804,910	\$413,532	\$ 441	\$ 86	\$ 38,807	\$2,418,695	\$14,459,377

# TSR COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

#### STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 2,927,248	\$ 2,927,248	\$3,913,233	75%
Trash collection assessments	2,779	4,243	49,068	9%
Commercial shared costs	-	-	81,785	0%
Program revenue	1,315	2,041	8,000	26%
Interest	-	-	2,500	0%
Donation from MPOA	289,500	289,500	-	N/A
Miscellaneous	1,017	2,257	9,600	24%
Total revenues	3,221,859	3,225,289	4,064,186	79%
EXPENDITURES				
Professional & administrative				
Supervisors	431	861	5,100	17%
Management	3,506	7,012	42,070	17%
Legal	850	1,700	30,000	6%
Engineering	1,002	1,002	20,000	5%
Assessment administration	833	1,667	10,000	17%
Audit	-	-	4,570	0%
Arbitrage rebate calculation	-	-	3,000	0%
Dissemination agent	1,083	2,167	13,000	17%
Trustee	-	-	26,500	0%
Telephone	21	42	250	17%
Postage	80	119	1,500	8%
Printing & binding	167	333	2,000	17%
Legal advertising	538	538	3,500	15%
Annual special district fee	-	175	175	100%
Insurance	-	6,013	6,100	99%
Other current charges	103	184	3,500	5%
Office supplies	-	-	500	0%
Website			705	00/
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	200	0% 0%
Property appraiser Tax collector	- 50 175	- 50 175	687 81,526	72%
Total professional & administrative	58,475 67,089	58,475 80,288	254,883	31%
Total professional & administrative	07,009	00,200	254,005	3170
Field operations				
Contract services				
Field services	2,360	4,721	28,325	17%
Landscape maintenance	-	-	1,491,270	0%
Landscape consulting	10,000	10,000	60,000	17%
Landscape arbor care		-	99,000	0%
Wetland maintenance	5,540	5,540	24,168	23%
Wetland mitigation reporting	- 7.007	- 4E CE 4	4,500	0%
Lake maintenance	7,827	15,654	94,000	17%
Community trash hauling	22,451	44,570	246,750	18%
Off-duty traffic patrols	-	-	20,000	0%
Repairs & maintenance	1 725	1 725	20,000	00/
Repairs - general	1,735 909	1,735	20,000	9% 17%
Operating supplies	909	1,372	8,000	
Plant replacement Mulch	-	-	70,000 155,000	0% 0%
Playground mulch	-	-	155,000 12,000	0%
Sod	-	-	100,000	0%
Fertilizer/chemicals	- 18,952	- 18,952	20,000	95%
. Granzon, Griorinicalo	10,302	10,302	20,000	33 /0

# TSR COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

#### STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current	Year to		% of
	Month	Date	Budget	Budget
Irrigation repairs	-		30,000	0%
Irrigation monitoring	-	-	2,280	0%
Security/alarms/repair	150	703	1,000	70%
Road & sidewalk	2,530	3,722	40,000	9%
Common area signage	-	-	3,000	0%
Bridge & deck maintenance	-	-	40,000	0%
Utilities - common area				
Electric	487	487	14,500	3%
Streetlights	23,222	24,875	340,000	7%
Irrigation - reclaimed water	7,026	7,026	70,000	10%
Gas	27	54	450	12%
Recreation facilities				
Amenity management staff/contract	28,215	39,148	296,429	13%
Office supplies	117	217	-	N/A
Office rental	-	-	60,000	0%
Office expenses	-	-	6,713	0%
Office utilities	-	-	6,638	0%
Office copy machine	-	-	4,875	0%
Janitorial	2,043	2,043	24,480	8%
Park A/C repairs & maintenance	· -	· -	5,000	0%
Pool cleaning	-	-	26,280	0%
Pool repairs & maintenance	1,690	4,180	2,500	167%
Pool fence & gate	-	-	2,000	0%
Pool - electric	914	915	22,000	4%
Pool - water	1,352	1,352	8,000	17%
Pool permits	· -	· -	1,100	0%
Pest services	125	125	500	25%
Pool resurfacing	-	-	60,000	0%
Insurance	-	45,436	54,900	83%
Cable/internet/telephone	985	1,451	10,000	15%
Access cards	-	· -	5,500	0%
Activities	1,903	4,087	28,000	15%
Specialty programming	363	363	3,000	12%
Recreational repairs	-	284	-	N/A
Pool signage	-	62	1,000	6%
Holiday decorations	3,041	4,679	8,000	58%
Other	·	,	·	
Contingency	5,869	5,869	20,000	29%
Capital outlay	-	_	90,000	0%
Total field operations	149,833	249,622	3,741,158	7%
Total expenditures	216,922	329,910	3,996,041	8%
•				
Net increase/(decrease) of fund balance	3,004,937	2,895,379	68,145	
Fund balance - beginning (unaudited)	378,910	488,468	592,922	
Fund balance - ending (projected)	\$ 3,383,847	\$ 3,383,847	\$ 661,067	
	_			

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2015 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year to Date		Budget	% of Budget
REVENUES	 WOTH	 Date		Daaget	Daaget
Assessment levy - on-roll	\$ 492,522	\$ 492,522	\$	661,099	75%
Interest	5	9		50	18%
Total revenues	 492,527	492,531		661,149	74%
EXPENDITURES					
Debt service					
Principal - 11/1	195,000	195,000		195,000	100%
Principal prepayment	295,000	295,000		-	N/A
Interest - 11/1	225,156	225,156		225,159	100%
Interest - 5/1	-	-		220,894	0%
Tax collector	 9,850	 9,850		13,773	72%
Total expenditures	 725,006	 725,006		654,826	111%
Excess/(deficiency) of revenues					
over/(under) expenditures	(232,479)	(232,475)		6,323	
Beginning fund balance (unaudited)	1,414,063	 1,414,059		1,117,377	
Ending fund balance (projected)	\$ 1,181,584	\$ 1,181,584	\$^	1,123,700	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2015A BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 496,588	\$ 496,588	\$ 666,558	75%
Interest	5	9	-	N/A
Total revenues	496,593	496,597	666,558	75%
EXPENDITURES				
Debt service				
Principal - 11/1	175,000	175,000	175,000	100%
Interest - 11/1	238,244	238,244	238,244	100%
Interest - 5/1	-	-	234,525	0%
Tax collector	9,932	9,932	13,887	72%
Total expenditures	423,176	423,176	661,656	64%
Excess/(deficiency) of revenues				
over/(under) expenditures	73,417	73,421	4,902	
Beginning fund balance (unaudited)	947,160	947,156	1,096,814	
Ending fund balance (projected)	\$1,020,577	\$1,020,577	\$1,101,716	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2016 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 488,474	\$ 488,474	\$ 655,667	75%
Interest	4	8	-	N/A
Total revenues	488,478	488,482	655,667	75%
EXPENDITURES				
Debt service				
Principal - 11/1	195,000	195,000	195,000	100%
Interest - 11/1	221,800	221,800	221,800	100%
Interest - 5/1	-	-	218,388	0%
Tax collector	9,769	9,769	13,660	72%
Total expenditures	426,569	426,569	648,848	66%
Excess/(deficiency) of revenues				
over/(under) expenditures	61,909	61,913	6,819	
Beginning fund balance (unaudited)	929,095	929,091	925,187	
Ending fund balance (projected)	\$ 991,004	\$ 991,004	\$ 932,006	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2017 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year to Date		Budget	% of Budget
REVENUES			-	g	
Assessment levy - on-roll	\$ 609,721	\$ 609,721	\$	818,412	75%
Interest	 3	6			N/A
Total revenues	609,724	609,727		818,412	75%
EXPENDITURES					
Debt service					
Principal - 11/1	235,000	235,000		235,000	100%
Interest - 11/1	282,194	282,194		282,194	100%
Interest - 5/1	-	-		277,934	0%
Tax collector	 12,194	12,194		17,050	72%
Total expenditures	529,388	 529,388		812,178	65%
Excess/(deficiency) of revenues					
over/(under) expenditures	80,336	80,339		6,234	
Beginning fund balance (unaudited)	886,994	886,991		947,978	
Ending fund balance (projected)	\$ 967,330	\$ 967,330	\$	954,212	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2018 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 487,580	\$ 487,580	\$ 654,466	75%
Interest	2	4		N/A
Total revenues	487,582	487,584	654,466	75%
EXPENDITURES				
Debt service				
Principal - 11/1	165,000	165,000	165,000	100%
Interest - 11/1	237,722	237,722	237,722	100%
Interest - 5/1	-	-	234,422	0%
Tax collector	9,752	9,752	13,635	72%
Total expenditures	412,474	412,474	650,779	63%
Excess/(deficiency) of revenues				
over/(under) expenditures	75,108	75,110	3,687	
Beginning fund balance (unaudited)	672,406	672,404	727,492	
Ending fund balance (projected)	\$ 747,514	\$ 747,514	\$ 731,179	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2019 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current	Year To		% of
	Month	Date	Budget	Budget
REVENUES				
Assessment levy - on-roll	\$251,218	\$ 251,218	\$ 337,204	75%
Interest	1	2	-	N/A
Total revenues	251,219	251,220	337,204	75%
EXPENDITURES				
Debt service				
Interest - 11/1	110,000	110,000	110,000	100%
Interest - 11/1	109,425	109,425	109,425	100%
Interest - 5/1	-	- -	107,775	0%
Tax collector	5,024	5,024	7,025	72%
Total expenditures	224,449	224,449	334,225	67%
Excess/(deficiency) of revenues				
over/(under) expenditures	26,770	26,771	2,979	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(1)	(2)	_	N/A
Total other financing sources/(uses)	(1)	(2)		N/A
Total other infaholing sources/(uses)	(1)	(2)		14/73
Fund balance:				
Net increase/(decrease) in fund balance	26,769	26,769	2,979	
Beginning fund balance (unaudited)	191,262	191,262	385,957	
Ending fund balance (projected)	\$218,031	\$ 218,031	\$ 388,936	

#### **TSR**

# COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2015A BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month		Year To Date		
REVENUES Total revenues	\$	<u>-</u>	\$	<u>-</u>	
EXPENDITURES Total expenditures		<u>-</u>		<u>-</u>	
Excess/(deficiency) of revenues over/(under) expenditures		-		-	
Beginning fund balance (unaudited) Ending fund balance (projected)	\$	441 441	\$	441 441	

#### **TSR**

# COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2016 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Curr Mor		 ır To ate
REVENUES Total revenues	\$	-	\$ -
EXPENDITURES Total expenditures			<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		-	-
Beginning fund balance (unaudited) Ending fund balance (projected)	\$	86 86	\$ 86 86

#### **TSR**

# COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2018 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month		Year To Date	
REVENUES Total revenues	\$	<u>-</u>	\$	-
EXPENDITURES Total expenditures		<u>-</u>		-
Excess/(deficiency) of revenues over/(under) expenditures		-		-
Beginning fund balance (unaudited) Ending fund balance (projected)		8,807 8,807	\$	38,807 38,807

TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2019 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2021

	Current Month	Year To Date
REVENUES		
Interest	\$ 10	\$ 20
Total revenues	10	20
EXPENDITURES	-	-
Total expenditures		
Excess/(deficiency) of revenues over/(under) expenditures	10	20
OTHER FINANCING SOURCES/(USES)		
Transfers in	1	2
Total other financing sources/(uses)	1	2
Net change in fund balance Beginning fund balance (unaudited) Ending fund balance (projected)	11 2,418,057 \$2,418,068	22 2,418,046 \$2,418,068

# TSR CDD Check Detail November 2021

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	0	11/03/2021	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O		-259.57
Bill	081855702102521	11/02/2021		572.416 · Amenity Cable/Internet	-259.57	259.57
TOTAL					-259.57	259.57
Bill Pmt -Check	0	11/10/2021	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O		-315.94
Bill Bill	075551201110821 075642404110621	11/09/2021 11/09/2021		572.416 · Amenity Cable/Internet 572.416 · Amenity Cable/Internet	-152.97 -162.97	152.97 162.97
TOTAL					-315.94	315.94
Bill Pmt -Check	0	11/10/2021	FEDEX	101.002 · Suntrust #57080- O		-28.97
Bill	7-559-63908	11/09/2021		519.410 · Postage	-28.97	28.97
TOTAL					-28.97	28.97
Bill Pmt -Check	0	11/17/2021	CITY OF CLEARWATER	101.002 · Suntrust #57080- O		-26.95
Bill	24446 111221	11/16/2021		532.306 · Propane Services - G 532.306 · Propane Services - G	-25.00 -1.95	25.00 1.95
TOTAL					-26.95	26.95
Bill Pmt -Check	0	11/17/2021	FEDEX	101.002 · Suntrust #57080- O		-37.88
Bill	7-567-00634	11/16/2021		519.410 · Postage	-37.88	37.88
TOTAL					-37.88	37.88
Check	0	11/30/2021	SUNTRUST BANK	101.002 · Suntrust #57080- O		-2,399.23
				204.300 · Credit Card - SunTrust	-2,399.23	2,399.23
TOTAL					-2,399.23	2,399.23
Bill Pmt -Check	10620	11/03/2021	ECOLOGICAL CONSULTANT	101.002 · Suntrust #57080- O		-2,200.00
Bill	11987	09/30/2021		538.616 · Wetland Mitigation re	-2,200.00	2,200.00
TOTAL					-2,200.00	2,200.00

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10621	11/03/2021	MCWILLIAMS & SON, INC.	101.002 · Suntrust #57080- O		-200.00
Bill	31371	11/02/2021		538.601 · General Repair & Mai	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	10622	11/03/2021	SECURITEAM INC	101.002 · Suntrust #57080- O		-150.00
Bill	11439092721	11/02/2021		572.907 · Security System	-150.00	150.00
TOTAL					-150.00	150.00
Bill Pmt -Check	10623	11/03/2021	TIGER PRINTING GROUP	101.002 · Suntrust #57080- O		-478.10
Bill Bill	083021-2 110121-1	09/30/2021 11/02/2021		538.602 · Roads & Sidewalk M 538.602 · Roads & Sidewalk M	-72.90 -405.20	72.90 405.20
TOTAL					-478.10	478.10
Bill Pmt -Check	10624	11/03/2021	TIMES PUBLISHING COMPA	101.002 · Suntrust #57080- O		-89.50
Bill	0000192114	11/02/2021		513.801 · Legal Advertising	-89.50	89.50
TOTAL					-89.50	89.50
Bill Pmt -Check	10625	11/03/2021	TRINITY HOUSEKEEPERS	101.002 · Suntrust #57080- O		-1,140.00
Bill	99172	11/02/2021		572.301 · Janitorial Service	-1,140.00	1,140.00
TOTAL					-1,140.00	1,140.00
Bill Pmt -Check	10626	11/03/2021	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O		-5,197.00
Bill Bill	12324892 12323978	11/02/2021 11/02/2021		538.121 · Amenity Management 538.121 · Amenity Management	-4,350.00 -847.00	4,350.00 847.00
TOTAL					-5,197.00	5,197.00

Туре	Num	Date	Name		Account	Paid Amount	Original Amount
Bill Pmt -Check	10627	11/10/2021	COUNTY SANITATION	101.002	· Suntrust #57080- O		-22,450.66
Bill Bill	18100918 18100919	11/09/2021 11/09/2021			· Garbage/Solid Waste · Garbage/Solid Waste	-22,241.66 -209.00	22,241.66 209.00
TOTAL						-22,450.66	22,450.66
Bill Pmt -Check	10628	11/10/2021	DUKE ENERGY	101.002	· Suntrust #57080- O		-6,014.57
Bill	90865 24539 102621	11/09/2021		531.301	· Electric	-18.96	18.96
Bill	34412 09395 102621	11/09/2021		531.301	· Electric	-16.29	16.29
Bill	79711 52554 102621	11/09/2021		531.301	· Electric	-17.06	17.06
Bill	67252 38279 102621	11/09/2021		531.301	· Electric	-17.18	17.18
Bill	39890 84105 102621	11/09/2021		531.301	· Electric	-51.34	51.34
Bill	76385 82310 102621	11/09/2021		531.301	· Electric	-17.06	17.06
Bill	79567 66525 102621	11/09/2021		531.301	· Electric	-17.43	17.43
Bill	22501 23170 102621	11/09/2021		531.301	· Electric	-35.73	35.73
Bill	35482 86249 102621	11/09/2021		531.301	· Electric	-17.30	17.30
Bill	67926 28129 102621	11/09/2021		531.307	· Street Lights	-18.08	18.08
Bill	07012 32322 102621	11/09/2021		531.301	· Electric	-17.30	17.30
Bill	39137 39324 102621	11/09/2021		531.301	· Electric	-18.08	18.08
Bill	23721 96455 102621	11/09/2021		531.301	· Electric	-19.48	19.48
Bill	03574 20270 102621	11/09/2021		531.301	· Electric	-15.64	15.64
Bill	50266 85197 102621	11/09/2021			· Electric	-17.57	17.57
Bill	03433 33344 102621	11/09/2021		531.301	· Electric	-16.91	16.91
Bill	88479 04150 102621	11/09/2021		531.301	· Electric	-17.69	17.69
Bill	56207 55450 102621	11/09/2021			· Electric	-17.18	17.18
Bill	80076 07176 102621	11/09/2021		531.301	· Electric	-15.64	15.64
Bill	66560 12418 102621	11/09/2021		531.301	· Electric	-16.29	16.29
Bill	39845 33345 102621	11/09/2021			· Electric	-17.30	17.30
Bill	8712 3049 110821	11/09/2021		531.301	· Electric	-17.83	17.83
Bill	8702 8322 110821	11/09/2021			· Street Lights	-1,696.78	1,696.78
Bill	8712 3081 110821	11/09/2021			· Street Lights	-973.93	973.93
Bill	47288 74033 102621	11/09/2021			· Electric	-16.15	16.15
Bill	8703 0425 100821	11/09/2021			· Street Lights	-944.46	944.46
Bill	8702 7826 110821	11/09/2021			· Street Lights	-1.916.82	1.916.82
Bill	58509 01259 102621	11/09/2021			· Electric	-17.06	17.06
Bill	66135 11154 102621	11/09/2021			· Electric	-16.03	16.03
TOTAL						-6,014.57	6,014.57

Bill Pmt - Check   10629	Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	Bill Pmt -Check	10629	11/10/2021	HOPPING, GREEN & SAMS	101.002 · Suntrust #57080- O		-5,844.51
Bill Pmt -Check   10630							5,769.51 75.00
Bill   Pit-A00703903   11/09/2021   538.700 · Lake Maintenance   -7,827.00   -7,827.00   -7,827.00   -7,827.00     -7,827.00   -7,827.00   -7,827.00     -	TOTAL					-5,844.51	5,844.51
TOTAL	Bill Pmt -Check	10630	11/10/2021	SOLITUDE LAKE MANAGEM	101.002 · Suntrust #57080- O		-7,827.00
Bill Pmt -Check         10631         11/10/2021         SOUTHERN CARE LAWN AN         101.002 · Suntrust #57080 · O           Bill         12906         11/09/2021         539.600 · Pest Services         -125.00           TOTAL         -125.00         -125.00           Bill Pmt -Check         10632         11/10/2021         SUNCOAST POOL SERVICE         101.002 · Suntrust #57080 · O           Bill Pmt -Check         10633         11/10/2021         SUNSCAPE CONSULTING         101.002 · Suntrust #57080 · O           Bill Pmt -Check         10633         11/10/2021         SUNSCAPE CONSULTING         101.002 · Suntrust #57080 · O           Bill Pmt -Check         10634         11/10/2021         WRATHELL, HUNT & ASSOC         101.002 · Suntrust #57080 · O           Bill Pmt -Check         10634         11/10/2021         WRATHELL, HUNT & ASSOC         101.002 · Suntrust #57080 · O           Bill Pmt -Check         10634         11/10/2021         WRATHELL, HUNT & ASSOC         101.002 · Suntrust #57080 · O           Bill Pmt -Check         10634         11/10/2021         WRATHELL, HUNT & ASSOC         101.002 · Suntrust #57080 · O	Bill	PI-A00703903	11/09/2021		538.700 · Lake Maintenance	-7,827.00	7,827.00
Bill   12906	TOTAL					-7,827.00	7,827.00
TOTAL	Bill Pmt -Check	10631	11/10/2021	SOUTHERN CARE LAWN AN	101.002 · Suntrust #57080- O		-125.00
Bill Pmt -Check   10632   11/10/2021   SUNCOAST POOL SERVICE   101.002 · Suntrust #57080 - O	Bill	12906	11/09/2021		539.600 · Pest Services	-125.00	125.00
Bill Pmt -Check 10634 11/10/2021 SUNSCAPE CONSULTING 101.002 · Suntrust #57080 · O  Bill Pmt -Check 10634 11/10/2021 WRATHELL, HUNT & ASSOC 101.002 · Suntrust #57080 · O  Bill Pmt -Check 10634 11/10/2021 Field Services -2,360.42 519.411 · Telephone -20.83 519.470 · Printing and Binding -5,000	TOTAL					-125.00	125.00
## TOTAL  ### Bill Pmt -Check	Bill Pmt -Check	10632	11/10/2021	SUNCOAST POOL SERVICE	101.002 · Suntrust #57080- O		-895.00
Bill Pmt -Check         10633         11/10/2021         SUNSCAPE CONSULTING         101.002 · Suntrust #57080 · O           Bill         9928         11/09/2021         538.606 · Landscape Consulting         -5,000.00           TOTAL         Bill Pmt -Check         10634         11/10/2021         WRATHELL, HUNT & ASSOC         101.002 · Suntrust #57080 · O           Bill         2021-0321         11/09/2021         513.100 · District Management 513.310 · Assessment Roll Pre 4833.33 513.312 · Dissemination Agent 513.312 · Dissemination Agent 538.120 · Field Services 72,360.42 519.411 · Telephone 720.83 519.470 · Printing and Binding 746.67	Bill	7754	11/09/2021		572.712 · Pool Maintenance	-895.00	895.00
Bill 9928 11/09/2021 538.606 · Landscape Consulting -5,000.00  TOTAL  Bill Pmt -Check 10634 11/10/2021 WRATHELL, HUNT & ASSOC 101.002 · Suntrust #57080 - O  513.100 · District Management 513.310 · Assessment Roll Pre833.33 513.312 · Dissemination Agent -1,083.33 538.120 · Field Services -2,360.42 519.411 · Telephone -20.83 519.470 · Printing and Binding -166.67	TOTAL					-895.00	895.00
TOTAL  Bill Pmt -Check 10634 11/10/2021 WRATHELL, HUNT & ASSOC 101.002 · Suntrust #57080 · O  Bill 2021-0321 11/09/2021 513.100 · District Management -3,505.84 513.310 · Assessment Roll Pre833.33 513.312 · Dissemination Agent -1,083.33 538.120 · Field Services -2,360.42 519.411 · Telephone -20.83 519.470 · Printing and Binding -166.67	Bill Pmt -Check	10633	11/10/2021	SUNSCAPE CONSULTING	101.002 · Suntrust #57080- O		-5,000.00
Bill Pmt -Check 10634 11/10/2021 WRATHELL, HUNT & ASSOC 101.002 · Suntrust #57080 - O  513.100 · District Management -3,505.84 513.310 · Assessment Roll Pre833.33 513.312 · Dissemination Agent -1,083.33 538.120 · Field Services -2,360.42 519.411 · Telephone -20.83 519.470 · Printing and Binding -166.67	Bill	9928	11/09/2021		538.606 · Landscape Consulting	-5,000.00	5,000.00
Bill 2021-0321 11/09/2021 513.100 · District Management -3,505.84 513.310 · Assessment Roll Pre833.33 513.312 · Dissemination Agent -1,083.33 538.120 · Field Services -2,360.42 519.411 · Telephone -20.83 519.470 · Printing and Binding -166.67	TOTAL					-5,000.00	5,000.00
513.310 · Assessment Roll Pre       -833.33         513.312 · Dissemination Agent       -1,083.33         538.120 · Field Services       -2,360.42         519.411 · Telephone       -20.83         519.470 · Printing and Binding       -166.67	Bill Pmt -Check	10634	11/10/2021	WRATHELL, HUNT & ASSOC	101.002 · Suntrust #57080- O		-7,970.42
	Bill	2021-0321	11/09/2021		513.310 · Assessment Řoll Pre 513.312 · Dissemination Agent 538.120 · Field Services 519.411 · Telephone	-833.33 -1,083.33 -2,360.42 -20.83	3,505.84 833.33 1,083.33 2,360.42 20.83 166.67
-1,310.42	TOTAL				ÿ <b>3</b>	-7,970.42	7,970.42

Тур	e Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Cl	heck 10635	11/10/2021	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O		-9,258.86
Bill	12325199	11/09/2021		538.121 · Amenity Management	-9,258.86	9,258.86
TOTAL					-9,258.86	9,258.86
Paycheck	10636	11/17/2021	Jason Silber	101.002 · Suntrust #57080- O		-184.70
				511.110 · Supervisor's Fees 511.110 · Supervisor's Fees 215.000 · Accrued Taxes Paya 215.000 · Accrued Taxes Paya 511.110 · Supervisor's Fees 215.000 · Accrued Taxes Paya 215.000 · Accrued Taxes Paya	-200.00 -12.40 12.40 12.40 -2.90 2.90 2.90	200.00 12.40 -12.40 -12.40 2.90 -2.90
TOTAL				·	-184.70	184.70
Paycheck	10637	11/17/2021	Mary E Comella	101.002 · Suntrust #57080- O		-184.70
				511.110 · Supervisor's Fees 511.110 · Supervisor's Fees 215.000 · Accrued Taxes Paya 215.000 · Accrued Taxes Paya 511.110 · Supervisor's Fees 215.000 · Accrued Taxes Paya 215.000 · Accrued Taxes Paya	-200.00 -12.40 12.40 12.40 -2.90 2.90 2.90	200.00 12.40 -12.40 -12.40 2.90 -2.90 -2.90
TOTAL					-184.70	184.70
Bill Pmt -Cl	heck 10638	11/17/2021	DUKE ENERGY	101.002 · Suntrust #57080- O		-11,734.02
Bill Bill Bill Bill Bill TOTAL	8712 3263 111221 8702 9620 111221 8702 9365 111521 8702 9274 111221 8702 9216 111121 8702 8140 111021	11/16/2021 11/16/2021 11/16/2021 11/16/2021 11/16/2021 11/16/2021		531.321 · Electric - Pool 531.307 · Street Lights 531.307 · Street Lights 531.301 · Electric 531.307 · Street Lights 531.307 · Street Lights	-914.49 -738.22 -502.50 -22.03 -1,386.45 -8,170.33	914.49 738.22 502.50 22.03 1,386.45 8,170.33

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10639	11/17/2021	FLORIDA NATIVES NURSER	101.002 · Suntrust #57080- O		-5,540.00
Bill Bill Bill Bill Bill Bill Bill TOTAL	18295 18296 18301 18298 18300 18299	11/16/2021 11/16/2021 11/16/2021 11/16/2021 11/16/2021 11/16/2021 11/16/2021		538.615 · Wetland Maintenance 538.615 · Wetland Maintenance	-750.00 -850.00 -440.00 -750.00 -1,250.00 -750.00 -750.00	750.00 850.00 440.00 750.00 1,250.00 750.00 750.00
Bill Pmt -Check	10640	11/17/2021	GULF COAST AIR SYSTEMS,	101.002 · Suntrust #57080- O		-909.90
Bill	205099	11/16/2021	GOLI GOAGI AIR GI GILING,	538.601 · General Repair & Mai	-909.90	909.90
TOTAL	20000	11/10/2021		Coo.so i Conorai respaii a ivia	-909.90	909.90
Bill Pmt -Check	10641	11/17/2021	HEIDT DESIGN	101.002 · Suntrust #57080- O		-1,002.50
Bill	42304	11/16/2021		519.320 · Engineering	-1,002.50	1,002.50
TOTAL					-1,002.50	1,002.50
Bill Pmt -Check	10642	11/17/2021	MCWILLIAMS & SON, INC.	101.002 · Suntrust #57080- O		-150.00
Bill	31375	11/16/2021		538.601 · General Repair & Mai	-150.00	150.00
TOTAL					-150.00	150.00
Bill Pmt -Check	10643	11/17/2021	SMARTSOLUTIONS	101.002 · Suntrust #57080- O		-5,857.73
Bill	STV210000264	11/16/2021		579.799 · Miscellaneous Contig	-5,857.73	5,857.73
TOTAL					-5,857.73	5,857.73
Bill Pmt -Check	10644	11/17/2021	SUNCOAST POOL SERVICE	101.002 · Suntrust #57080- O		-795.00
Bill	7770	11/16/2021		572.712 · Pool Maintenance	-795.00	795.00
TOTAL					-795.00	795.00

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10645	11/17/2021	TIGER PRINTING GROUP	101.002 · Suntrust #57080- O		-1,630.00
Bill Bill	305564566 111221-2	11/16/2021 11/16/2021		538.602 · Roads & Sidewalk M 538.602 · Roads & Sidewalk M	-1,500.00 -130.00	1,500.00 130.00
TOTAL					-1,630.00	1,630.00
Bill Pmt -Check	10646	11/17/2021	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O		-10,666.25
Bill Bill Bill	12326093 12325998 12326093-1	09/30/2021 11/16/2021 11/16/2021		538.121 · Amenity Management 538.121 · Amenity Management 538.121 · Amenity Management	-8,246.00 -64.25 -2,356.00	8,246.00 64.25 2,356.00
TOTAL					-10,666.25	10,666.25
Check	10647	11/19/2021	SUNTRUST BANK	101.002 · Suntrust #57080- O		-1,342.10
				204.300 · Credit Card - SunTrust	-1,342.10	1,342.10
TOTAL					-1,342.10	1,342.10
Bill Pmt -Check	10648	11/29/2021	BOARD OF COUNTY COMMI	101.002 · Suntrust #57080- O		-400.42
Bill	21113125	11/23/2021		364.000 · Trash Collection Ass	-400.42	400.42
TOTAL					-400.42	400.42
Bill Pmt -Check	10649	11/29/2021	DUKE ENERGY	101.002 · Suntrust #57080- O		-1,651.63
Bill	8703 0516 111821	11/23/2021		531.307 · Street Lights	-1,651.63	1,651.63
TOTAL					-1,651.63	1,651.63
Bill Pmt -Check	10650	11/29/2021	PALM PAPER SUPPLY	101.002 · Suntrust #57080- O		-903.20
Bill	181493	11/23/2021		572.301 · Janitorial Service	-903.20	903.20
TOTAL					-903.20	903.20

### TSR CDD Check Detail

November 2021

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10651	11/29/2021	PASCO COUNTY UTILITIES	101.002 · Suntrust #57080- O		-8,377.87
Bill	15737638	11/23/2021		536.301 · Irrigation - Reclaimed	-555.80	555.80
Bill	15737630	11/23/2021		536.301 · Irrigation - Reclaimed	-781.90	781.90
Bill	15737632	11/23/2021		536.301 · Irrigation - Reclaimed	-263.20	263.20
Bill	15737634	11/23/2021		536.301 · Irrigation - Reclaimed	-106.40	106.40
Bill	15737629	11/23/2021		536.301 · Irrigation - Reclaimed	<b>-</b> 352.10	352.10
Bill	15737631	11/23/2021		536.301 · Irrigation - Reclaimed	-310.10	310.10
Bill	15737637	11/23/2021		536.301 · Irrigation - Reclaimed	-143.50	143.50
Bill	15737636	11/23/2021		536.301 · Irrigation - Reclaimed	<b>-</b> 455.70	455.70
Bill	15737633	11/23/2021		536.301 · Irrigation - Reclaimed	-63.00	63.00
Bill	15737649	11/23/2021		536.301 · Irrigation - Reclaimed	-351.40	351.40
Bill	15737648	11/23/2021		536.321 · Utility service - Pool	-765.12	765.12
Bill	15737647	11/23/2021		536.301 · Irrigation - Reclaimed	-161.07	161.07
Bill	15737646	11/23/2021		536.301 · Irrigation - Reclaimed	-26.60	26.60
Bill	15737645	11/23/2021		536.301 · Irrigation - Reclaimed	<b>-</b> 51.80	51.80
Bill	15737644	11/23/2021		536.301 · Irrigation - Reclaimed	-191.10	191.10
Bill	15737643	11/23/2021		536.321 · Utility service - Pool	-586.44	586.44
Bill	15737642	11/23/2021		536.301 · Irrigation - Reclaimed	-10.14	10.14
Bill	15737641	11/23/2021		536.301 · Irrigation - Reclaimed	-340.20	340.20
Bill	15737640	11/23/2021		536.301 · Irrigation - Reclaimed	-96.60	96.60
Bill	15737639	11/23/2021		536.301 · Irrigation - Reclaimed	-219.80	219.80
Bill	15738589	11/23/2021		536.301 · Irrigation - Reclaimed	-2.80	2.80
Bill	15737656	11/23/2021		536.301 · Irrigation - Reclaimed	-49.70	49.70
Bill	15737654	11/23/2021		536.301 · Irrigation - Reclaimed	-188.30	188.30
Bill	15737650	11/23/2021		536.301 · Irrigation - Reclaimed	-190.40	190.40
Bill	15738622	11/23/2021		536.301 · Irrigation - Reclaimed	-623.00	623.00
Bill	15738621	11/23/2021		536.301 · Irrigation - Reclaimed	-66.50	66.50
Bill	15738592	11/23/2021		536.301 · Irrigation - Reclaimed	<b>-</b> 4.20	4.20
Bill	15738591	11/23/2021		536.301 · Irrigation - Reclaimed	-408.10	408.10
Bill	15738590	11/23/2021		536.301 · Irrigation - Reclaimed	-522.20	522.20
Bill	15740457	11/23/2021		536.301 · Irrigation - Reclaimed	-121.10	121.10
Bill	15740458	11/23/2021		536.301 · Irrigation - Reclaimed	-95.20	95.20
Bill	15740459	11/23/2021		536.301 · Irrigation - Reclaimed	-130.20	130.20
Bill	15737655	11/23/2021		536.301 · Irrigation - Reclaimed	-144.20	144.20
TOTAL					-8,377.87	8,377.8
Bill Pmt -Check	10652	11/29/2021	TIGER PRINTING GROUP	101.002 · Suntrust #57080- O		-495.00
Bill	111221-1	11/23/2021		538.602 · Roads & Sidewalk M	-495.00	495.00
TOTAL						

### TSR CDD Check Detail November 2021

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10653	11/29/2021	TIMES PUBLISHING COMPA	101.002 · Suntrust #57080- O		-449.00
Bill	0000192121	11/23/2021		513.801 · Legal Advertising	-449.00	449.00
TOTAL					-449.00	449.00
Bill Pmt -Check	10654	11/29/2021	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O		-9,598.93
Bill Bill	12326310 12326246	11/23/2021 11/23/2021		538.121 · Amenity Management 538.122 · Program Incentives	-9,235.93 -363.00	9,235.93 363.00
TOTAL					-9,598.93	9,598.93
Check	10655	11/29/2021	TSR CDD	101.002 · Suntrust #57080- O		-2,389.68
				207.205 · .Due to debt service f	-2,389.68	2,389.68
TOTAL					-2,389.68	2,389.68
Check	10656	11/29/2021	TSR CDD	101.002 · Suntrust #57080- O		-2,403.86
				207.201 · Due to Debt Service	-2,403.86	2,403.86
TOTAL					-2,403.86	2,403.86
Check	10657	11/29/2021	TSR CDD	101.002 · Suntrust #57080- O		-2,423.69
				207.202 · Due to Debt Service	-2,423.69	2,423.69
TOTAL					-2,423.69	2,423.69
Check	10658	11/29/2021	TSR CDD	101.002 · Suntrust #57080- O		-2,384.10
				207.203 · Due to debt service f	-2,384.10	2,384.10
TOTAL					-2,384.10	2,384.10
Check	10659	11/29/2021	TSR CDD	101.002 · Suntrust #57080- O		-2,975.85
				207.204 · Due to debt service f	-2,975.85	2,975.85
TOTAL					-2,975.85	2,975.85

3:51 PM 12/06/21

### TSR CDD Check Detail November 2021

Ту	pe Num	Date	Name	Account	Paid Amount	Original Amount
Check	10660	11/29/2021	TSR CDD	101.002 · Suntrust #57080- O		-1,226.07
				207.206 · Due to Debt Service	-1,226.07	1,226.07
TOTAL					-1,226.07	1,226.07

# TSR COMMUNITY DEVELOPMENT DISTRICT

#### DRAFT

#### MINUTES OF MEETING 2 **TSR** 3 COMMUNITY DEVELOPMENT DISTRICT 4 5 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 6 7 Rangeland Boulevard, Odessa, Florida 33556. 8 9 Present were: 10 Mike Liquori Chair 11 12 Matt Call Vice Chair Mary Comella 13 Assistant Secretary Jason Silber 14 **Assistant Secretary** 15 16 Also present were: Chuck Adams 17 District Manager 18 Cleo Adams Assistant District Manager 19 Alyssa Willson (via telephone) District Counsel 20 Peter Soety (via telephone) SunScape Consulting, Inc. (SCI) 21 Renee Hlebak WTS Starkey Ranch Lifestyle Director 22 Ben Devivo Resident 23 Krysztof Rzymski Resident 24 Ray Szelest Resident 25 Jack Clemons Resident Frank Stalzer 26 Resident 27 28 29 FIRST ORDER OF BUSINESS Call to Order/Roll Call 30 Mr. Adams called the meeting to order at 5:00 p.m. Supervisors Liquori, Comella and 31 Call were present, in person. Supervisor Silber was not present at roll call. Supervisor Green 32 33 was not present. 34 35 **SECOND ORDER OF BUSINESS** Public Comments [3 minutes per person] 36 Resident Ben Devivo asked for the status of the Florida Department of Transportation 37

(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

38

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 Krysztof Rzymski 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.

	TSR CDD DRAFT	December 1, 2021
69 70 71 72 73		Discussion/Consideration: The Davey Tree Expert Company Proposal #20071275- 1636637109 for Oak Cleanup at Huckleberry Pond and Cunningham Park
74		sal to remove the dead oak trees leaning into
75	Huckleberry Pond and at Cunningham Park, wl	nich was in response to the requests of Mr.
76	Russell and another homeowner.	
77	Mr. Soety reported that the tree struck	by lightning was still alive and just required
78	treatment. The Board discussed the budget an	d determining how to use the Starkey Ranch
79	Master Property Owner's Association, Inc. (SRMF	OA) contributed funds intended to be used to
80	enhance the community.	
81	Mr. Clemons asked if other proposals we	re obtained. Mrs. Adams stated the CDD had
82	already bid out this project.	
83	The other items listed in the proposal wer	e deferred to January, 2022.
84	Resident Frank Stalzer stated that the	address of the tree stuck by lightning was
85	incorrect; it should be 3262 not 3416 Forsythia D	rive. Mr. Soety would notify Mrs. Adams of the
86	correct address before proceeding with the treat	ment.
87		
88 89 90 91 92 93 94	of the Davey Tree Expert Company remove the dead oak tree at the Huckle in a not-to-exceed amount of \$950, and tree struck by lightning behind 3416 F confirming the address, in a not-to-exceed amount of \$1,150, was approximately company to the confirming the struck by lightning behind 3416 F confirming the address, in a not-to-exceed amount of \$1,150, was approximately company to the company of \$1,150, was approximately company of \$1,150, was approximate	Proposal #20071275-1636637109, to berry Pond behind 11720 Bitola Drive, I the Borer Treatment of the live oak orsythia Drive, subject to Mr. Soety eed amount of \$200, for a combined
95 96 97 98 99	FOURTH ORDER OF BUSINESS	Public Hearing to Hear Public Comment and Objections to the Adoption of a Rule Amending Amenity Facilities Policies and

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#### Affidavit/Proofs of Publication A.

Bike Park Policies and Adoption of

Amenities, Rates, Deposits and Fees

**Pursuant to Chapter 190, Florida Statutes** 

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. Rzymski 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.

A Board Member 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)"

164 165 166 167		Resolution 2022-01, Adopting Revise	nded by Mr. Liquori, with all in favor, ed Amenity Center Rules and Rates, as use; and Providing an Effective Date, was
168 169 170 171 172	FIFTH	ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of October 31, 2021
173		Mr. Adams presented the Unaudited F	inancial Statements as of October 31, 2021. The
174	Accou	nting Department was reminded to reco	ode the "Pool repairs & maintenance" expense to
175	the "P	ool cleaning" budget line item. The fina	ncials were accepted.
176			
177 178 179	SIXTH	ORDER OF BUSINESS	Approval of November 10, 2021 Regular Meeting Minutes
180		Mr. Adams presented the November 1	.0, 2021 Regular Meeting Minutes. The following
181	chang	es were made:	
182		Lines 26 and 40: Change "Celisa" to "Sz	elest"
183		Line 49: Change "A Board Member" to	"Mr. Call"
184		Lines 190 through 191: Delete second s	sentence.
185		Line 194: Change "Liquori" to "Call"	
186			
187 188 189		On MOTION by Mr. Liquori and second November 10, 2021 Regular Meeting N	onded by Mr. Call, with all in favor, the Minutes, as amended, were approved.
190 191 192	SEVEN	NTH ORDER OF BUSINESS	Action & Completed Items
193		Mr. Adams presented the Action & Cor	mpleted Items List.
194		Items 7, 8, 11, 12, 13, 14, 15, 16, 18, 19	), and 20 were completed.
195		Item 3: The appraisal on the property	the Developer is donating was sent to Mr. Call.
196	Furthe	r discussions would take place in a closed	d 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.

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#### EIGHTH ORDER OF BUSINESS

**Staff Reports** 

- 242 A. District Counsel: Kutak Rock, LLP
- There was no report.
- 244 B. District Engineer: Heidt Design, LLC
- There was no report.
- 246 C. District Manager: Wrathell, Hunt and Associates, LLC
- NEXT MEETING DATE: January 12, 2022 at 5:00 p.m.
- 248 o **QUORUM CHECK**
- The next meeting will be held on January 12, 2022.
- 250 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

TSR CDD	DRAFT	<b>December 1, 2021</b>

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.

346 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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**DRAFT** 

December 1, 2021

TSR CDD

# TSR COMMUNITY DEVELOPMENT DISTRICT

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	01.13.21	ACTION	Staff/Mr. Call reviewing road turnovers and release of maintenance bonds and preparing map of the same. <b>04.14.21</b> If not turned over to County, Staff to get proposals to restripe for Fiscal Year 2022 budget. <b>12.01.21</b> Ms. Willson to discuss including the bridge in the conveyance of the roads to the County.	Х			
2	2.10.21	ACTION	Staff to ensure that the Heidt plan and as-built drawings are exhibits to proposal for M11-A washout repairs. <b>04.14.21</b> Heidt to review upon project completion. <b>05.12.21</b> Staff waiting on survey to be completed. <b>08.11.21</b> Project would commence after rainy season. <b>10.13.21</b> Staff received surveys; project would commence in three months.	Х			
3	07.14.21	AGENDA	Mr. Adams to include purchasing the vacant parcel east of Publix, including cost as per the Developer. <b>08.11.21</b> Developer is donating the property and in the process of establishing a value of the donation, not a sale. <b>09.08.21</b> Ms. Willson to work with Mr to ensure donating is in the correct format. With regard to tax liability, the Real Estate Counsel will need to review documents. <b>12.01.21</b> Appraisal was sent to Mr. Call.	х			
4	08.11.21	AGENDA	Mr. Silber designated to work with District Staff to negotiate leasing the Starkey Ranch Welcome Center. <b>10.13.21</b> Combined Action Item #13. Mr. Call to send Ms. Willson Welcome Center Lease, upon receipt. <b>11.10.21</b> Ms. Comella to work with Mr. Wilkes to review site plan for Cunningham CDD owned land and provide scenarios to build to the Board in the next couple of months.	Х			
5	08.11.21	AGENDA	Mr. Wilkes to provide a list of areas to determine if a cross-walk was needed and for him to report back at the next meeting. <b>10.13.21</b> Staff collecting other items; work in progress. <b>11.10.21</b> Mr. Wilkes preparing designs and would provide Mr. Adams a list of resources and provide updates with Pasco County regarding cost share for pedestrian safety improvements.	Х			

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
6	11.10.21	ACTION	Mr. Yahn to investigate if the Bahia sod at Rangeland East is a sod or installation issue, and if it made sense to reduce some of the beds and lay more turf in the common areas at Monroe Common, and report back to the Board.	x			
7	11.10.21	ACTION	Mr. Yahn, to amend the SunScapes contract and provide Management Services for any turf projects at 5% and for large project at 7.5% 12.01.21 Ms. Willson to update contract.	Х	Х		
8	11.10.21	ACTION/ AGENDA	Include on the January agenda, a Draft of the County Agreement allowing trail access into the Wilderness Preserve	Х			
9	12.01.21	ACTION	Mr. Adams to contact State to determine who was assigned to inspect the bridge, as D'Angelo Brothers was no longer in business.	Х			
10	12.01.21	ACTION	Mr. Soety to confirm the correct homeowner address before Davey Tree proceeds with treating the oak tree.	Х			
11	12.01.21	ACTION	Mrs. Adams to request Accounting Dept. recode the "Pool repairs & maintenance" expense to the "Pool cleaning" budget line item.	Х	Х		
12	12.01.21	ACTION	Ms. Hlebak to coordinate with Mr. Silber install dates for vendor to be onsite, to ensure the access system is properly installed. Deposition was pending.	Х			
13	12.01.21	ACTION	Mr. Adams and Mr. Yahn to review the DTE crew count and rank their performance and to negotiate a financial credit with DTE.	Х			
14	12.01.21	ACTION	Mr. Adams to email the Board the off-duty patrol schedule and the County Attorney's email deeming all roads as public roads.	Х			
15	12.01.21	ACTION/ AGENDA	Ms. Hlebak to obtain other options and additional proposals to replace the mini-split air conditioning units and depending on progress, provide at the January or February meeting.	Х			
16	12.01.21	ACTION	Mrs. Adams to email the CDD insurance carrier documentation regarding resident Nicholas Fisher's accident and request for reimbursement of damaged phone.	x	Х		
17	12.01.21	ACTION	Ms. Hlebak to inspect the water bowl at the dog park for leaks.	Х			

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
18	12.01.21	ACTION/ AGENDA	Mr. Adams to convey to Mr. Wilkes to report on Mr. Silber's request to make the intersection of Longspur and Fence Post Drive a four-way stop and turn some of the parking spaces into plant beds, at the next meeting.	Х			
19	12.01.21	ACTION	Mr. Call to follow-up on the status of the turnover of landscaping in Parcels C and E to the CDD.	Х			
20	12.01.21	ACTION	Ms. Willson to contact the insurance carrier to determine if age was a factor in lawsuits filed against other CDDs, as Mr. Silber felt the age restrictions should be lowered to 13.	Х			

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	04.14.21	ACTION	Mr. Adams to engage Structural Engineer to inspect & obtain cost for bridge repairs. <b>05.12.21</b> Obtaining proposals for load grading certifications to present to FDOT. Staff to obtain proposals to replace bridge with solid materials; work to start once major construction in the area is completed. <b>06.09.21</b> Structural Engineer engaged; working on structural drawings.			X	07.14.21
2	05.12.21	ACTION/ AGENDA	Mr. Adams to include Audit in the June or July agenda once received.			Х	07.14.21
3	05.12.21	ACTION	Mrs. Adams to contact Trapper to notify hog sightings regularly at Cunningham Park, 5:00 a.m. on the weekend.			Х	07.14.21
4	06.09.21	ACTION	Mr. Adams to allot \$20,000 in the proposed Fiscal Year 2022 budget for off-duty patrols. Staff to contact the County regarding radar sign relocation and installing additional stop signs. <b>07.14.21</b> Mr. Adams to add "Off Duty Patrol" line item to the Fiscal Year 2022 budget.			Х	07.14.21
5	06.09.21	ACTION	Mr. Adams to include the maintenance of a fourth park, Albritton Park to the Fiscal Year 2022 budget.			Х	07.14.21
6	06.09.21	ACTION	Mr. Adams to investigate solar options for TSR and report his findings.			Х	07.14.21
7	06.09.21	ACTION	Mr. Adams to have the remaining Fiscal Year 2021 meeting times, including the public hearing, changed from 9:00 a.m. to 5:00 p.m.			Х	07.14.21
8	06.09.21	ACTION	Per Mr. Silber's request for a very detailed breakdown of items being proposed for the Fiscal Year 2022 budget, Ms. Murphy would provide a breakdown of costs forwarded to Board Members and to Mr. Adams, as well as survey results for dissemination to the Board.			X	07.14.21
9	06.09.21	ACTION	July 4 <sup>th</sup> fireworks: Mr. Adams to investigate whether nonresidents could be deterred from attending the event on CDD property.			Х	07.14.21
10	01.13.21	ACTION	Mr. Adams to review paving schedule, inspect roads into Whitfield Park, parking spaces, crosswalks, etc., and have "Lake Blanche Avenue" sign corrected to "Lake Blanche Drive" <b>04.14.21</b> Mr. Adams to forward the			Х	08.11.21

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
			County link to determine road ownership to the Board and, if CDD				
			owned, obtain and include proposals to restripe in the FY 2022 budget.  Lake Blanche directional signs were on order. <b>05.12.21</b> Waiting for				
			scheduling signs to be installed. <b>06.09.21</b> Sign issues not resolved.				
11	02.10.21	ACTION/ AGENDA	Staff to ask Chapman Land services to inspect the drains in the alleys and provide a proposal. Obtain cost for 2022 budget. <b>06.09.21</b> Partial repairs completed.			Х	08.11.21
12	04.14.21	ACTION	Mr. Adams to coordinate with Mr. Hawkins to post the DTE ticket system link on the CDD website.			Х	08.11.21
13	05.12.21	ACTION	Mr. Adams to obtain loan info for FY22 Landscape Work Order projects. <b>07.14.21</b> Mr. Adams to send comparable documents to the Boards.			Х	08.11.21
14	05.12.21	ACTION	Staff to re-designate the Long Spur "Barker Park" as a small 25 and under dog park until the one at Albritton is open. <b>06.09.21</b> Ms. Hlebak to pick up signs on 06.10.21.			Х	08.11.21
15	07.14.21	ACTION	Breakdown Village by Village where mulch came out <b>08.11.21</b> Board Member was concerned about not being able to quantify for future phases.			Х	08.11.21
16	07.14.21	ACTION	Obtain additional tree trimming quotes for the grandfather oak trees and present proposals from Davie Tree Company to the Board. <b>08.11.21</b> Staff obtaining additional proposal.			Х	08.11.21
17	07.14.21	ACTION	Mr. Adams to verify pool gate requirements with the insurance carrier and then provide Board Members with recommendations for rewording the amenity policy.			Х	08.11.21
18	07.14.21	ACTION	Mr. Adams to increase the "Contingency" line-item amount from \$20,000 to \$50,000.			X	08.11.21
19	07.14.21	AGENDA	Mr. Adams to include leasing the Starkey Ranch Welcome Center as a discussion item at the next meeting			Х	08.11.21
20	07.14.21	ACTION	Staff to establish Agenda parameters such as, rejecting last-minute changes and emails to the agenda, including check register on all agendas and no Board Member hard copies.			Х	08.11.21

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21	12.02.20	ACTION/ AGENDA	Continue monitoring Lake Blanche drainage issue. Defer to June or July, 2021.			Х	08.11.21
22	07.14.21	ACTION/ AGENDA	Mr. Adams to include "Security" as a discussion item on the next agenda. Ms. Hlebak would obtain a quote from another vendor,			Х	09.08.21
23	07.14.21	ACTION	Ms. Hlebak to obtain additional proposals for security and camera services, pool resurfacing & fence removal & present at next meeting.			Х	09.08.21
24	08.11.21	AGENDA	Mr. Adams to provide a breakdown of the costs of the "Cable, internet/telephone/software" line item budget to Mr. Silber to review for potential cost savings.			Х	09.08.21
25	08.11.21	AGENDA	Mrs. Adams to present scope of work and proposals for turf replacement at the next meeting, to deplete landscaping funds in the Fiscal Year 2021 budget.			Х	09.08.21
26	3.10.21	ACTION	Mr. Wilkes working on closing out Capital Projects Funds for Series 2015A, 2016 and 2017- on Balance Sheet.			Х	10.13.21
27	08.11.21	AGENDA	Ms. Hlebak to update the Amenity policy with changes to fire pit use after dark and present draft at the next meeting. Mr. Adams to notice for October public hearing.			Х	10.13.21
28	09.08.21	ACTION	Ms. Weiser requested official public records for all Agreements between the Master Association, District and Esplanade.			Х	10.13.21
29	09.08.21	ACTION	Mr. Devivo requested items mentioned in the Mailed Notice, necessary to submit a community wide appeal; verbatim record of proceedings, testimony and evidence.			Х	10.13.21
30	09.08.21	ACTION	Mr. Naser wants appeal materials noted in Mr. Adams' 08.19.21 letter.			Х	10.13.21
31	08.11.21	AGENDA	Mr. Adams to follow up on the status of receiving off-roll assessments and send update to the Board.			Х	11.10.21
32	09.08.21	ACTION	POA Staff to contact County to obtain language for "No Roadside Parking" and report at the next meeting. <b>10.13.21</b> Mrs. Adams to buy and have four permanent signs installed that meet FDOT standards, before the next meeting, report to the Board and forward documents to Ms. Willson. Mr. Adams to contact Meadow Brooks Mgmt for their			Х	11.10.21

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			opinion on whether the County Traffic Agreement and signs proved				
			successful. Ms. Willson to draft Agreement, subject to Mr. Adams				
		4.071.041./	conversation with Meadow Brooks and present at the next meeting.				
33	10.13.21	ACTION/ AGENDA	Mr. Soety to obtain proposals to install Zoysia and St. Augustine sod at all the Pocket Parks and present at the next meeting.			Х	11.10.21
			The Davey Tree Expert Company awarded contract to provide Plant				
34	10.13.21	ACTION	Healthcare and Tree Pruning services. Mr. Adams to transfer \$8,280 out			X	11.10.21
5-		Action	of contingency funds to offset overage. <b>11.10.21</b> Project started this week.			^	11.10.21
	40.40.04	ACTION/	Mr. Adams to present FHP and County Off Duty Traffic cost comparison				
35	10.13.21	AGENDA	forms and sample agreements at the next meeting.			Х	11.10.21
36	10.13.21	ACTION/ AGENDA	Ratify engagement of Kutak Rock Law Firm at next meeting.			Х	11.10.21
37	10.13.21	ACTION	Ms. Willson to send the Florida Statute and written answer regarding process of removing a Board Member to Mr. Adams for inclusion in the meeting minutes.			Х	11.10.21
38	10.13.21	ACTION/ AGENDA	Ms. Hlebak to order signs for the fire pit, as the amenity policy would likely be adopted at the next meeting.			Х	11.10.21
39	10.13.21	ACTION/ AGENDA	Ms. Willson to prepare contract addendum to reflect SunScape's new rate increase.			Х	11.10.21
40	10.13.21	ACTION/ AGENDA	Mr. Adams to ensure the Fiscal Year 2022 adopted Budget Summary Pages and include in every agenda package, behind the Meeting Schedule. <b>11.10.21</b> To remain a monthly ongoing activity.			Х	11.10.21
41	10.13.21	ACTION	Ms. Hlebak to copy Mr. Silber on emails regarding when SMARTSolutions is expected onsite, as he wanted to witness setup. <b>11.10.21</b> Waiting on COI before forwarding Agreement to Ms. Willson and submit invoice for deposit and schedule project.			Х	12.01.21
42	11.10.21	ACTION	Ms. Hlebak to order signs for the fire pit, as the amenity policy would likely be adopted at the next meeting.			Х	12.01.21

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
43	11.10.21	ACTION	Ms. Desclafani to send status update of fire pit inspection to Mr. Adams to email to the Board.			х	12.01.21
44	11.10.21	ACTION	Mr. Yahn to discuss incident of DTE Staff playing games on their phones. 12.01.21 DTE terminated employee.			x	12.01.21
45	11.10.21	ACTION	Mr. Adams to revisit DTE contact determine number of crew dedicated to TSR, and if needed, execute the termination clause.			Х	12.01.21
46	11.10.21	ACTION/ AGENDA	Mr. Adams to define level of services and Mr. Wilkes to provide a certification that all traffic marking and signage are to county code before Pasco County would execute a Traffic Enforcement Agreement with the CDD. 12.01.21 Agreement was unnecessary as the County Attorney deemed all CDD and County owned roads public.			Х	12.01.21
47	11.10.21	ACTION	Mr. Adams to implement Pasco County Sheriff Office to provide off-duty patrol to the CDD once a week.			Х	12.01.21
48	11.10.21	ACTION	CDD Accountant to determine if the CDD would have to pay taxes on the \$289,500 the Master Property Owner's Association donated.			Х	12.01.21
49	11.10.21	ACTION	Mr. Adams to forward the signature page of the Kutak Rock Fee Agreement, to Ms. Willson to execute. Ms. Willson to forward completed executed document to the Board.			Х	12.01.21
50	11.10.21	ACTION/ AGENDA	Ms. Hlebak to obtain additional proposals to replace air conditioning unit in the men's restroom at Homestead Park, and provide warranty information at the next meeting.			X	12.01.21
51	11.10.21	ACTION	Mrs. Adams to have Mr. Yahn add Board Member names to the distribution list when sending report.			х	12.01.21
52	11.10.21	ACTION	Mrs. Adams to verify if DTE was doing top choice application at Monroe Commons to address fire ants.			Х	12.01.21

# TSR COMMUNITY DEVELOPMENT DISTRICT

### **TSR COMMUNITY DEVELOPMENT DISTRICT**

### **BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

### LOCATION

Cunningham Park, 12131 Rangeland Blvd., Odessa, Florida 33556

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	5:00 PM
November 10, 2021	Regular Meeting	5:00 PM
December 1, 2021	Regular Meeting	5:00 PM
January 12, 2022	Regular Meeting	5:00 PM
February 9, 2022	Regular Meeting	5:00 PM
March 9, 2022	Regular Meeting	5:00 PM
April 13, 2022	Regular Meeting	5:00 PM
May 11, 2022	Regular Meeting	5:00 PM
June 8, 2022	Regular Meeting	5:00 PM
July 13, 2022	Regular Meeting	5:00 PM
August 10, 2022	Regular Meeting	5:00 PM
September 14, 2022	Public Hearing and Regular Meeting	5:00 PM

# TSR COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2022

		Actual	Projected	Total	Adopted
	Adopted	through	through	Actual &	Budget
	Budget	3/31/2021	9/30/2021	Projected	FY 2022
REVENUES					
Assessment levy: on-roll - gross O&M	\$ 2,638,549				\$ 3,873,273
Assessment levy: on-roll - gross trash	158,491				203,011
Allowable discounts (4%)	(111,882)				(163,051)
Assessment levy: on-roll - net	2,685,158	\$2,601,434	\$ 83,724	\$ 2,685,158	3,913,233
Assessment levy: off-roll O&M					
Taylor Morrison of Florida	284,728	-	279,814	279,814	-
MI Homes of Tampa	73,716	-	73,716	73,716	-
Homes by West Bay: parcel A/B	119,174	59,587	59,587	119,174	-
Homes by West Bay: parcel D/E/F	63,887	31,944	31,943	63,887	-
Lot closing	-	4,914	-	4,914	-
Trash collection assessments	48,963	15,629	5,565	21,194	49,068
Commerical shared costs	81,785	77,995	3,790	81,785	81,785
Program revenue	15,000	7,266	7,734	15,000	8,000
Interest	2,500	-	2,500	2,500	2,500
Insurance proceeds	-	3,030	-	3,030	-
Miscellaneous-rental revenue	9,600	4,125	5,475	9,600	9,600
Total revenues	3,384,511	2,805,924	553,848	3,359,772	4,064,186
EXPENDITURES					
Professional & administrative					
Supervisors	-	646	2,000	2,646	5,100
Management	42,070	21,035	21,035	42,070	42,070
Legal <sup>1</sup>	30,000	17,725	12,275	30,000	30,000
Engineering	5,000	500	15,000	15,500	20,000
Assessment administration	10,000	5,000	5,000	10,000	10,000
Audit	4,570	-	4,570	4,570	4,570
Arbitrage rebate calculation	3,000	600	2,400	3,000	3,000
Dissemination agent	13,000	6,500	6,500	13,000	13,000
Trustee	26,937	25,591	-	25,591	26,500
Telephone	250	125	125	250	250
Postage	1,500	451	1,049	1,500	1,500
Printing & binding	2,000	1,000	1,000	2,000	2,000
Legal advertising	3,500	964	2,536	3,500	3,500
Annual special district fee	175	175	-	175	175
Insurance	5,668	5,810	-	5,810	6,100
Credit card discount	-	344	-	344	-
Other current charges	3,500	1,155	2,345	3,500	3,500
Office supplies	500	12	488	500	500
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	200	-	200	200	200
Property taxes	687	-	687	687	687
Property appraiser & tax collector	55,941	52,029	3,912	55,941	81,526
Total professional & administrative	209,203	139,662	81,827	221,489	254,883

### **TSR COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET** FISCAL YEAR 2022

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	Fiscal Year 2021				
		Actual	Projected	Total	Adopted
	Adopted	through	through	Actual &	Budget
	Budget	3/31/2021	9/30/2021	Projected	FY 2022
Field operations					
Contract services					
Field services	28,325	14,163	14,162	28,325	28,325
Landscape maintenance	1,521,000	636,557	650,000	1,286,557	1,491,270
Landscape consulting	51,000	25,500	25,500	51,000	60,000
Landscape Arbor Care	20,000	6,200	13,800	20,000	99,000
Wetland maintenance	24,168	11,625	12,543	24,168	24,168
Wetland edge maintenance	8,248	· <u>-</u>	· <u>-</u>	-	· <u>-</u>
Wetland mitigation reporting	4,500	550	3,950	4,500	4,500
Lake maintenance	94,000	23,481	70,519	94,000	94,000
Community trash hauling	198,660	107,416	110,000	217,416	246,750
Off-duty traffic patrols	-	-	-	-	20,000
Repairs & maintenance					
Repairs - general	15,000	3,834	11,166	15,000	20,000
Operating supplies	8,000	4,966	3,034	8,000	8,000
Plant replacement	70,000	35,247	34,753	70,000	70,000
Mulch	-	-	-	-	155,000
Playground mulch	7,200	11,485	-	11,485	12,000
Sod	-	-	-	-	100,000
Fertilizer/chemicals	15,000	11,600	3,400	15,000	20,000
Irrigation repairs	30,000	16,882	25,000	41,882	30,000
Irrigation monitoring	2,280	-	2,280	2,280	2,280
Security/alarms/camera/repair	1,000	125	875	1,000	1,000
Road & sidewalk	15,000	4,443	10,557	15,000	40,000
Common area signage	3,000	-	1,500	1,500	3,000
Bridge & Deck maintenance	30,000	10,682	19,318	30,000	40,000
Pressure washing	3,000	-	-	-	-
Utilities - common area					
Electric	9,000	7,025	7,000	14,025	14,500
Streetlights	326,340	167,671	170,000	337,671	340,000
Irrigation - reclaimed water	85,000	19,509	30,000	49,509	70,000
Gas	350	159	191	350	450

# TSR COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2022

Fiscal Year 2021

	FISCAL FEAL 2021				
		Actual	Projected	Total	Adopted
	Adopted	through	through	Actual &	Budget
	Budget	3/31/2021	9/30/2021	Projected	FY 2022
Recreation facilities					
Amenity management staff/contract	297,662	102,536	150,000	252,536	296,429
Misc operating expenses-WTS	1,000	1,057	1,200	2,257	-
Office rental	-	-	-	-	60,000
Office expenses	-	-	-	-	6,713
Office utilities	-	-	-	-	6,638
Office copy machine	-	-	-	-	4,875
Janitorial	14,040	10,178	3,862	14,040	24,480
Park A/C repairs and maintenance					5,000
Pool cleaning	26,280	10,940	15,340	26,280	26,280
Pool repairs & maintenance	2,500	-	2,500	2,500	2,500
Pool fence & gate repairs	2,000	-	2,000	2,000	2,000
Pool - electric	22,000	10,578	11,422	22,000	22,000
Pool - water	10,000	2,448	5,000	7,448	8,000
Pool permits and licensing	705	-	705	705	1,100
Pest services	500	250	250	500	500
Pool resurfacing	-	-	_	-	60,000
Insurance	41,000	44,063	-	44,063	54,900
Cable/internet/telephone/software	7,000	3,182	3,818	7,000	10,000
Access cards	5,500	250	5,250	5,500	5,500
Activities	28,000	13,489	14,511	28,000	28,000
Specialty programming	-	1,336	1,600	2,936	3,000
Recreational repairs	5,000	-	2,500	2,500	-
Pool signage	1,000	24	976	1,000	1,000
Holiday decorations	15,000	6,000	-	6,000	8,000
Special events	-	-	-	-	-
Other					
Contingency	20,000	-	-	-	20,000
Capital outlay					90,000
Total field operations	3,069,258	1,325,451	1,440,482	2,765,933	3,741,158
Total expenditures	3,278,461	1,465,113	1,522,309	2,987,422	3,996,041
Net increase/(decrease) of fund balance	106,050	1,340,811	(968,461)	372,350	68,145
Fund balance - beginning (unaudited)	-	220,572	1,561,383	220,572	592,922
Fund balance - ending (projected)	\$ 106,050	\$ 1,561,383	\$ 592,922	\$ 592,922	\$ 661,067

<sup>&</sup>lt;sup>1</sup>budget incorporates a 6% annual increase to hourly rate since last rate adjustment

# TSR COMMUNITY DEVELOPMENT DISTRICT

### MONTHLY SUMMARY REPORT



### NOVEMBER/DECEMBER PROGRAM HIGHLIGHTS

PROGRAM	CATEGORY	PARTICIPATION
Teen Bonfire	Teen Social	CXL due to Weather
Toddler Time	Family Social (Weekly)	10 Toddlers
Yippy Hour/Yappy Hour	Family & Dog Social	20 Dogs & Owners
Crafty Kids Afternoon	Kids Social	5/13
Kid's Night Out	Kids Social	20/25
Financial Wellness Seminar	Adult Social	8
Drink This, Make That	Adult Social	10/14
Food Truck Friday/Movie in the Park	Family Social	Over 200
Bike Park Grand Opening	Family Social/Amenity Event	Over 100
Friendsgiving	Adult Social	6
Pie Burner/Jingle Jog 5k	Family Social/Fitness	8/12
What's for Dinner?	Family Social	Over 150
Tree Lighting	Family Social	185
Noon Year's Eve	Family Social	80
Yoga & Zumba	Group Fitness	8/ Class
Private Rentals (Pavilions & Hall)	N/A	11 Rentals

Professionally Managed By:





### **DECEMBER PROGRAM HIGHLIGHTS**







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Where life takes rout.

### **RESIDENT CONNECTIONS**

POSITIVE (+) OR NEGATIVE ( )	RESIDENT FEEDBACK	ACTION TAKEN (ALWAYS THANKED FOR FEEDBACK)
<u>-</u>	Holiday Lights & Tree Lighting  A resident reached out to complain about the lights we had in the community and they also felt our Tree Lighting was pathetic.	The Lifestyle Director explained the budget for Holiday Lights and did what we could with the amount we had and there were no funds donated from the MPOA this year. It was offered for all the unhappy residents to come together and maybe we could build a committee since this resident stated many residents showed interest in decorating the community themselves. The Lifestyle Team is happy to present that to the board for them and discuss.  As for our Tree Lighting Event, this resident did acknowledge there were a lot of residents in attendance, but felt we could have done a better job and made it a little classier. It was explained we are always welcome to ideas, but our team did work really hard and everyone else seemed to enjoy it.
+	Kids Night Out:  Several residents have reached out to Miss. Nikole stating them are happy Kids Night Out is back and she is making it fair.	Kids Night Out is clearly a polular program so the Lifestyle Team uses a lottery system for all those that RSVP so its fair and not always the same kids get to attend. We understand space is limited in Cunningham Hall and many parents might not see program emails/notifications until later in the evening.





### **AMENITIES & OPERATIONS**

ITEM	STATUS	CONCLUSION
Whitfield Park & Homestead Park Playground Equipment Audit	In Progress	Homestead Park Slide with Earthscape was approved, parts received. Install pushed to December, then to January. Kopman parts received and will be installed.
Homestead Park Fence Repairs	In Progress	Wires were cut and need to be replaced with the new, stronger wire in on the gate doors.
Pool Chair Repairs	In Progress	16 Chairs currently under repair.
Dog Bowl in Houndstead Park	Complete	Crack in bowl has been fixed.
Ice Machine in Cunningham Hall	Complete	Filter Replaced
Whitfield Park Fire Pit Repairs	In Progress	In maintenance and turning on the fire pit, it was not up to code and parts were water logged/damaged. Waiting for Clearwater Gas to come back to inspect, because we need to order parts.
Pool Equipment Repairs & Replacement	In Progress	Safety Equipment tampered and played with. Need to order new replacements for Whitfield Park.
Restroom A/C	In Progress	All three park restroom buildings have been inspected and maintenance. One might need replacement, two are not running correctly and the rest are 100% fixed. Parts have been ordered for Cunningham Park, but Homestead Park might be saved with a new compressor. Not recommended to go with a different system by McWilliams & Sons. Compressor may not be the same one that is put in the new system, but it will be new and compatible.
Touch-up painting, pressure washing, filling holes at the dog parks, replacing boards & bricks on pedestrian walk ways.	In Progress	Ongoing projects in the community continually needing to be addressed.





# JANUARY PROGRAM FORECAST

UPCOMING PROGRAMMING	DATE(S)		
Movie in the Park	January 7		
New Year, New You 5k	January 8		
Yippy Hour/Yappy Hour	January 11 & 13		
Gift Card Bingo	January 14		
Crafty Kids Afternoon	January 16		
Meet & Mingle	January 18		
Food Truck Friday	January 21		
What's for Dinner	January 25		
Drink This, Make That	January 26		
Kids' Night Out	January 28		
Yoga in the Park	January 30		
Toddler Time	Every Monday		
Yoga & Zumba	Every Monday/Tuesday		





# **CURRENT ACTION ITEMS**

TASK	WHO WILL DO THIS?	STATUS/DUE DATE
Whitfield Park Pool Resurfacing	Renee	Starting January 21st
Security Cameras for Pool Areas	Renee	January 6 <sup>th</sup> & 7 <sup>th</sup>
Amenity Access Upgrade	Renee	Working on approval, agreement, etc.
Playground Mulch	Renee	Completed In December
Sand/Crushed Shell Fill	Renee	Reached out to referred contactor for pricing.
Pressure Washing Contractors	Renee	Waiting on quotes from 4 contractors.







# TSR COMMUNITY DEVELOPMENT DISTRICT

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Gulf Coast Air Systems, Inc. 5411 Comfort Drive, Tampa, Florida 33610 United States (813) 689-2082

BILL TO

Starkey Ranch Pool Houses 2500 Heart Pine Avenue Odessa, FL 33556 USA

ESTIMATE 64006324

ESTIMATE DATE Nov 17, 2021

JOB ADDRESS

Starkey Ranch Pool Houses 2500 Heart Pine Avenue Odessa, FL 33556 USA Job: 205099

Technician: Peter George

Technician: Ronny Portela Vera

#### ESTIMATE DETAILS

Estimate to Repair Mini Split: Estimate to Repair Mini Split

TASK	DESCRIPTION	QTY	PRICE	TOTAL
GEN COMP2	2.0 TON COMPRESSOR REPLACEMENT R410A OUT OF WARRANTY	1.00	\$3,575.70	\$3,575.70

SUB-TOTAL \$3,575.70

TOTAL \$3,575.70

Thank you for choosing Gulf Coast Air Systems, Inc.

#### **CUSTOMER AUTHORIZATION**

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Gulf Coast Air Systems, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here Date



Gulf Coast Air Systems, Inc. 5411 Comfort Drive, Tampa, Florida 33610 United States (813) 689-2082

BILL TO Starkey Ranch Pool Houses 2500 Heart Pine Avenue Odessa, FL 33556 USA

> ESTIMATE 62844214

Oct 22, 2021

JOB ADDRESS Starkey Ranch Pool Houses 2500 Heart Pine Avenue Odessa, FL 33556 USA Job: 204671

Technician: Peter George

Technician: Ronny Portela Vera

#### ESTIMATE DETAILS

Estimate to replace Mini Split at Burns Dr Location: Price includes 1 multi port Condenser and 2 High Wall Air Handers

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CONTRACTTOTAL	Contract Total for Change Outs of Existing Multi port mini split	1.00	\$10,427.00	\$10,427.00
Change Outs	1-38MGRQ24-3 CU			
	2-40MAHBQ12XA3 AHU			
	Included in price:			
	1-New Concrete CU pad w Hurricane tie downs			
	2-Wired Stats			
	Labor to replace units and run new line voltage to the AHUs			
	Connect to existing copper and drain			

SUB-TOTAL \$10,427.00

TOTAL \$10,427.00

Thank you for choosing Gulf Coast Air Systems, Inc.

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# TSR COMMUNITY DEVELOPMENT DISTRICT

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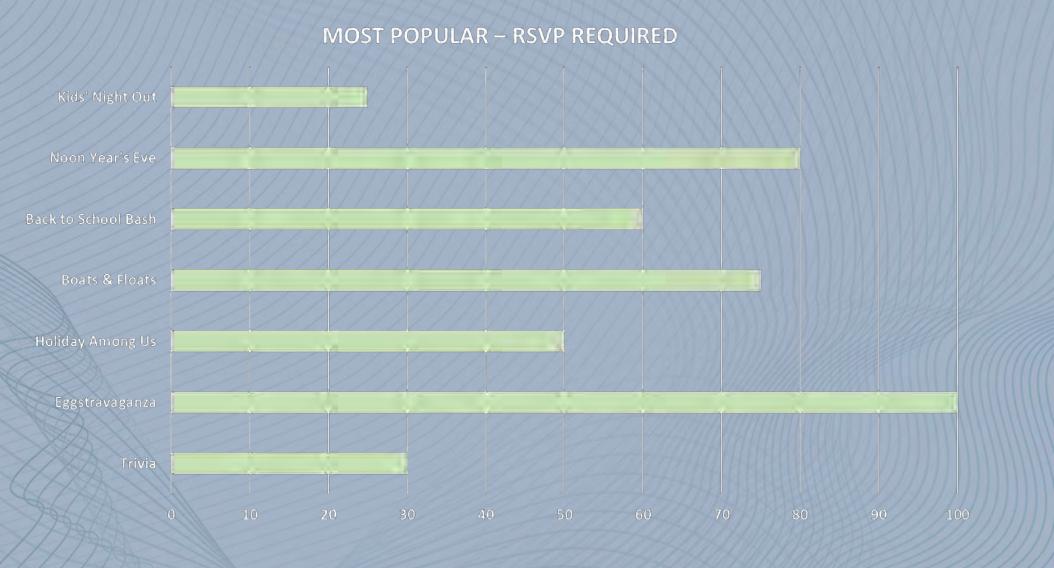
## OPERATIONAL OVERVIEW

SEGMENT	OPEN RATE	CLICK RATE	SOFT BOUNCE RATE	ABUSE COMPLAINT RATE	UNSUBSCRIBE RATE
Email Blasts	38.69%	2.13%	37.89%	.13%	.86%
SEGMENT	IOS COUNT	ANDROID COUNT	ALL NOTIFICATIONS ON	WEEKLY NOTIFICATIONS	AVERAGE MONTHLY OPENS
App Notifications	3135	411	1639	3 to 5	13709





# PROGRAMS & EVENTS



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### PROGRAMS & EVENTS



Professionally Managed By:

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Starkey

#### TEEN MAKE AND TAKE

Friday, June 11th 2pm-4pm Cunningham Hall



Calling all teens IT IS! Came and Join the

lifestyle team in making tie blanketssupplies will be provided!

RSVP to fungstarkeyranch.com

Starkey Ranch Riders Club

Attention Starkey Ranch! As we recently had ou

Grand Opening of our bike park, we are a so

are interested in becoming part of the club,

email fun@starkeyranch.com to get registered today!



FOR A DOGGY SOCIAL HUMAN AND DOG TREATS WILL BE PROVIDENT

> THURSDAY, OCTOBER 14TH WOOF-FIELD PARK

\*ALL DOGS COME DRESSED IN THEIR HALLOWEEN



Bring a blanket and the family down to Whitfield Park to enjoy some dinner from Stumpy's Pizza Milli

> 5pm-8pm Whitfield Fark

# Dinner?



# What's for



Tuesday, August 17th



YOU HAVE BEEN CHOSEN TO USE THE FORCE AND

DEFEAT THE DARK SIDE, COME AND JOIN THE

FESTYLE TEAM FOR YOUR OFFICIAL JEDI TRAINING AND TO MAKE YOUR OWN LIGHTSABER!

7pm-10pm Cunningham Holl

RSVP in fun@starkeyranch.com no later Than Wednesday, August 18th as spots. are limited!

#### introducing the Starkey Ranch Riders Club! If yo JOIN OUR THEMED VIRTUAL HAPPY HOUR FOR ADULTS. UPON REGISTERING YOU WILL RECEIVE A ZOOM LINK AND RESERVE YOUR PARTY PACK, AVAILABLE FOR PICKUP THE DAY BEFORE OF DAY OF. FRIDAY, FEBRUARY 19TH 7PM 8:36PM VIA ZOOM \$5 PER HOUSEHOLD (INCLUSES PARTY KIT) REGISTER AT FUNGSTARKEYRANCH COM BY FEB. 15TH, SPACE IS LIMITED CAJUN RECIPE SWAR + MASK CONTEST HURRICANE COCKTAIL TUTORIAL -

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NTERNATIONAL

#### MUSIC IN THE PARK

Friday, August 27th Whitfield Park Lawn

World Burger food truck will be on site serving dinner from 5-8pm and live music from DJ Jonathan will start at 6pm!

Don't forget to bring your blanket and the family







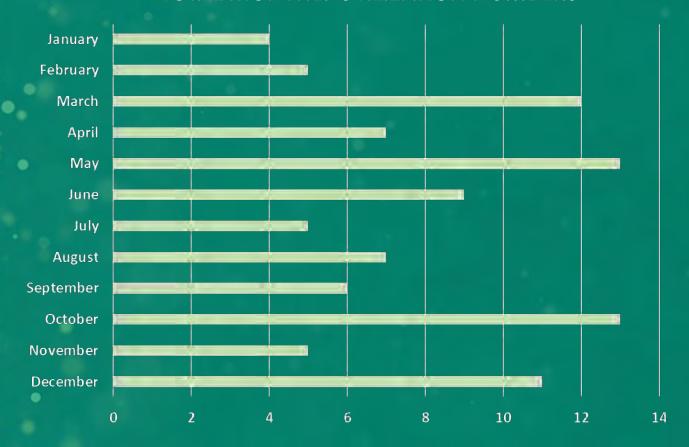
Building Better Lifestyles.

RSVP TO FUNESTARKEYRANCH COM

## FACILITY RENTALS

Monthly Private Rentals of Cunningham Hall, Whitfield Park Pavilions, & Homestead Park Pavilion.

#### TOTAL MONTHLY UTILIZATION NUMBERS







### FACILITY OPERATIONS

Below are just a few projects our team has completed through out the community this year.

Replacement/updating community signage

Cunningham & Pool Bathroom A/C issues and parts replacements

Plumbing back ups at Whitfield Park Bathrooms

Dog Park gate maintenance.

Secured handrails on pedestrian bridges

Repair and replace boards on the pedestrian bridges and board walks in the community

Common area fence repairs

Playground Equipment audit & repairs

**Pool Chair Repairs** 

Mulch Raking & Replenishment

Wifi repairs are the pools

Maintenance of Gator/Field Cart

Splash pad timer repair

Pool motor replacement

Live animal trapping

Pool Bathroom A/C issues and parts replacement





#### RESIDENT COMMENTARY

Feedback from our residents is very important. Below are the Top Most Commented Topics the Lifestyle Team has received through the year. This also includes the Resident Survey taken in the Spring of 2021.

#### **COMMENTARY FROM OUR RESIDENTS**

Golf Carts on the trails, grass or driving on the wrong side of the street. Most comments happen when someone using the trails to walk or bike are forced off the trail by a Golf Cart another resident is driving or when the Lifestyle Team sends out a Community Update with the Pasco County Sheriff's Office Regulations.

More free programs without cost or a requirement of RSVP. Sadly this is not something we can do for every event, but Miss. Nikole has worked really hard to find a happy middle ground and the residents have really been thrilled about it.

Trivia Nights! We have received overwhelming feedback on bringing in a professional organization to host Trivia Night. An absolutely amazing referral from a resident, Collin and his group do an amazing job... and all the residents attending are keeping things competitive and civil.





# ALREADY IN PROCESS FOR 2022

NEXT YEAR'S PLANNED PROGRAMMING AND EVENTS			
Gift Card Bingo	Murder Mystery Night		
Teen Bonfire	Toddler Time		
Boys & Girls Day Out	Kids Night Out		
Wildlife, Green Thumb, & Financial Wellness Seminars	Music & Movie in the Park		
Holiday Themed 5ks & Free Fitness on the Lawn	Food Truck Fridays		
Eggstravaganza	Group Fitness		
Holiday Parties (Adults Only, Kids Only & Family Fun for All)	Haunted Halloween		
Tree Lighting	Boats & Floats		
Summer Camps	4 <sup>th</sup> of July Bike Parade		
Teen Kickball	Yippy & Yappy Hour		

FACILITY OPERATIONS			
Whitfield Park Pool Resurfacing			
New Camera & Access Card System			
More Playground Equipment			
Keeping the Parks Clean and Stocked			
Pool Chair Repairs			
Replenish Sand/Crushed Shell in Park Areas			
Touch ups on Pavilions & Grills			
Painting and Pressure Washing Amenity Areas			
Updating Pool Emergency Equipment			
Community Trash Cans & Road Litter			







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