

TSR

**COMMUNITY DEVELOPMENT
DISTRICT**

October 13, 2021

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

October 6, 2021

Board of Supervisors
TSR Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the TSR Community Development District will hold a Regular Meeting on October 13, 2021, 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. Discussion: Current Public Comment Policy
 - Resolution 2014-16, Providing for the Public's Opportunity to be Heard; Designating Public Comments Periods; Designating a Procedure to Identify Individuals Seeking to be Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for Severability and an Effective Date
 - Public Comment Period Only – No Obligation for Response
 - Public Comment Cards
4. Discussion: Suspension and Termination Policy
 - Resolution 2021-01, Adopting Amended Amenity Center Suspension and Termination Rules; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Amended Amenity Policy & Fees for Purposes of Setting Rule Hearing and Adoption on December 1, 2021
 - Bike Park Policies
 - A. Notice of Rule Development
 - B. Notice of Rule Making
6. Consideration of Agreement Regarding Modification of Irrigation and Pipeline Easement

7. Consideration of Clear-Tech Pools Contract for Whitfield Park Pool Resurfacing [Tile, Surface, Depth Markers and Waterblast]
8. Consideration of Estimates for Whitfield Preserve Pocket Parks
 - A. Down to Earth Estimate #10578
 - B. Travis Resmondo Sod, Inc., Estimate #7456
9. Consideration of Estimates for Rangeland West
 - A. Down to Earth Estimate #10574
 - B. Travis Resmondo Sod, Inc., Estimate #7447
10. Discussion/Consideration: Down to Earth Landscape & Irrigation Landscape Estimates
 - A. Estimate #15340 - Fence Post Oak Tree
 - B. Estimate #15357 - Heart Pine Park Drake Elm
 - C. Estimate #15363 - Lake Blanche Oak Trees
 - D. Estimate #15337 - Lake Blanche Sycamores
 - E. Estimate #15366 - Night Star Trail Tree Replacements
 - F. Estimate #15360 - Rangeland West Oaks
 - G. Estimate #17341 - Rangeland West Plant Material
 - H. Estimate #15355 - Rangeland West Sycamore
 - I. Estimate #15350 - Sycamore at Stansil Park
 - J. Estimate #7869 - Village 1 – Heart Pine Avenue
 - K. Estimate #7870 - Village 1 – Whitfield Park
 - L. Estimate #7868 - Village 2 – Homestead Park
 - M. Estimate #4396 - Village 2 – Homestead Park Trail
11. Discussion/Consideration:
 - A. TSR Operations Financial Analysis 10.6.21
 - B. Payne’s Environmental PES #19-0604 – Tree Pruning Services
 - C. Tri-County Tree & Landscaping, Inc. Estimate #2188 – Arbor Care, Fertilization/Soil Care, Soil Aeration

- D. The Davey Tree Expert Company Proposal #20071275-1630666887 (All Inclusive - Fertilization and Aeration)
 - E. The Davey Tree Expert Company Proposal #20071275-1630665809 (All Inclusive – Pruning)
 - F. Everglades Pinestraw Estimate #1527 – Pinestraw Installation
12. Discussion/Consideration: SOLitude Lake Management Pond Maintenance Addendum - 4 New Sites
 - Addendum to Bid Schedule - Lakes B-1, 4-A, 4-B and 5-A
 13. Discussion: Follow up on Traffic Request from Prior Meeting
 14. Continued Discussion/Consideration: Welcome Center Lease Agreement
 15. Discussion: Pasco County’s No Unauthorized Parking Ordinance and Signage at Subdivision Entries
 16. Discussion: Traffic Enforcement with Off Duty Officers
 17. Update: Status of “Namesake Signs” in Homestead Park
 18. Acceptance of Unaudited Financial Statements as of August 31, 2021
 19. Approval of September 8, 2021 Public Hearings and Regular Meeting Minutes
 20. Action & Completed Items
 21. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Heidt Design, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: November 10, 2021 at 5:00 p.m.

- QUORUM CHECK

Mike Liquori	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Matt Call	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jason Silber	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Tim Green	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Mary Comella	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- D. Lifestyle Director & Amenity Manager: WTS International
 - Consideration of SMARTSolutions Revised Starkey Ranch Pool Camera Upgrade
- E. Operations Manager: *Wrathell, Hunt and Associates, LLC*

22. Supervisors' Requests

23. 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

TSR

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2014-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
TSR COMMUNITY DEVELOPMENT DISTRICT
PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE
HEARD; DESIGNATING PUBLIC COMMENT PERIODS;
DESIGNATING A PROCEDURE TO IDENTIFY
INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING
PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE
DATE.**

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, Florida Statutes, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, Florida Statutes, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy (the "**Public Comment Policy**") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

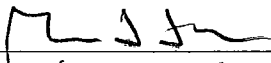
SECTION 5. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

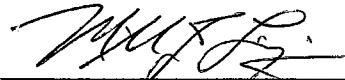
PASSED AND ADOPTED this 23rd day of July, 2014.

ATTEST:

**TSR COMMUNITY
DEVELOPMENT DISTRICT**



Print Name: George S. Flint
Secretary/Assistant Secretary



Chairperson, Board of Supervisors

TSR

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-01
A RESOLUTION OF THE BOARD OF SUPERVISORS OF TSR COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AMENITY CENTER SUSPENSION AND TERMINATION RULES; 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 in Pasco County, Florida; and

WHEREAS, the District’s Amenity Facilities have been constructed in accordance with the District’s purpose and improvement plan; and

WHEREAS, Chapters 190 and 120, Florida Statutes, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”), after providing notice pursuant to Florida law and holding a public hearing thereon, previously adopted Resolution 2017-02, adopting its Amenity Policies dated October 12, 2016, as amended by Resolution 2018-13, adopted May 9, 2018, as amended by Resolution 2018-21, adopted August 22, 2018, governing the use of the Amenity Facilities and establishing certain rates and fees relating to the use thereof; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt amended rules regarding suspension and termination of amenity privileges, attached hereto as **Exhibit A** and incorporated herein by this reference (“**Amended Suspension and Termination Policies**”), for immediate use and application; and

WHEREAS, the Board finds that the imposition of the Amended Suspension and Termination Policies in accordance with Exhibit A is in the best interest of the District; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the policies governing suspension and termination of amenity privileges contained in Exhibit A.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The attached Amended Suspension and Termination Policies are hereby adopted pursuant to this resolution as necessary for the efficient use and operation of the District’s Amenity Facilities. These Amended Suspension and Termination Policies shall stay in full force and effect until such time as the Board of Supervisors may amend these Policies. The Board of Supervisors reserves the right to approve such amendments by motion.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. To the extent not modified by this Resolution, Resolutions 2017-02, 2018-13 and 2018-21 shall remain in full force and effect.

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

DocuSigned by:

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Secretary/Assistant Secretary

**TSR COMMUNITY
DEVELOPMENT DISTRICT**

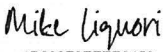
DocuSigned by:

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Chair/Vice Chair, Board of Supervisors

Exhibit A: Amended Suspension and Termination Policies as revised October 14, 2020.

Exhibit A
TSR COMMUNITY DEVELOPMENT DISTRICT
Suspension and Termination of Amenity Center Use Privileges

Section 1. Introduction. This rule addresses the suspension and termination of privileges to use the TSR Community Development District's ("District") amenity center and recreational facilities ("Amenities").

Section 2. Violations. The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:

- a) Submits false information on any application for use of the Amenities;
- b) Permits the unauthorized use of an amenity pass;
- c) Exhibits unsatisfactory behavior, deportment or appearance;
- d) Fails to pay fees owed to the District in a proper and timely manner;
- e) Fails to abide by any policies or rules established for the use of the Amenities;
- f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
- g) Damages or destroys District property; or
- h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

Section 3. Reporting of Violations. For all offenses outlined in Section 2 above, the District Manager, or District's facility manager, shall create a written report of the incident, which report shall be signed by the reporting staff member, District Manager or facility manager, as the case may be, and kept on file by the District.

Section 4. Warning Letters. For the first incident where Patron commits any of the violations in Section 2, an incident report shall be recorded and filed as outlined in Section 3 and a warning letter shall be sent to by United States mail to the Patron's last known address. If the Patron subsequently commits a violation outlined in Section 2, the Patron may be suspended or terminated as outlined in Section 4 or Section 5, respectively.

Section 5. Suspension by the District Manager or District's Facility Manager / Appeal of Suspension. The District Manager, or the District's facility manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At

that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall consider the nature of the violation and any prior violations.

Section 6. Suspension or Termination by the Board. The District Manager or the District's facility manager may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Amenities. In determining the appropriate action to be taken, the Board shall consider the nature of the violation and any prior violations.

Section 7. Trespass. If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

Section 8. Prior Rules and Policies. All prior rules and policies of the District addressing the termination or suspension of privileges are hereby rescinded and superseded by this rule.

Law Implemented: ss. 190.011(5) and 190.012(3), Fla. Stat. (2016).

Authority: ss. 190.011(5) and 190.012(3), Fla. Stat. (2016).

Effective Date: October 14, 2020.

TSR

COMMUNITY DEVELOPMENT DISTRICT

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TSR Community Development District Amenity Policy & Fees

Adopted August 23, 2016

Revised: December 1, 2021

Commented [RGH1]: Change to new approval date

Deleted: October 7, 2019

Resident Services / Lifestyle & Amenity Management:

2500 Heart Pine Avenue, Odessa, FL 33556
813.925.9777

renee@starkeyranch.com

CDD Offices & District Manager:

9220 Bonita Beach Road, Suite #214, Bonita
Springs, FL 34135

|

(239) 464-7114
adams@whhassociates.com

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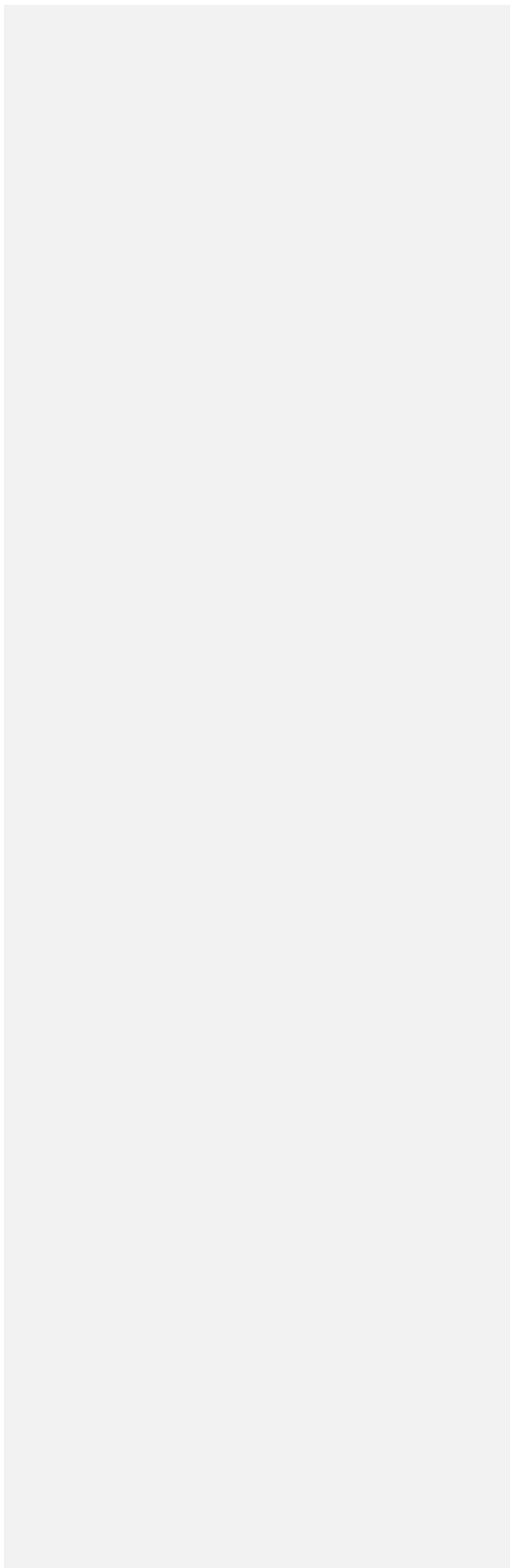


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Definitions

“Amenity Facilities” or “Amenity” shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, parks, pools, playgrounds, multi-purpose fields and dog parks, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” shall mean these Amenity Facilities Policies of the TSR Community Development District, as amended from time to time.

“Amenity Manager” shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisor.

“Annual User Fee” shall mean the fee established by the District or any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” shall mean the TSR Community Development District’s Board of Supervisors.

“Guest” shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of Amenity Facilities.

“District” shall mean the TSR Community Development District.

“District Manager” shall mean the professional management company with which the District has contracted to provide management services to the District.

“Non-Resident User” shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” shall mean Residents, Guests and Non-Resident Users who are eighteen (18) years of age and older.

“Property Owner” shall mean that person or persons having fee simple ownership of land within the TSR Community Development District.

“Renter” shall mean any tenant residing in a Property Owner’s home pursuant to a valid rental or lease agreement.

“Resident” shall mean any person or persons residing in a home within the TSR Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

Introduction & Welcome

We are pleased to welcome you to our community, and we look forward to introducing you and your family to the wide variety of programs, special events, and quality leisure experiences that define the exceptional lifestyle enjoyed by our residents. Our team takes great pride in providing amenities maintained to our high standards of excellence and an atmosphere that is always warm, welcoming and friendly. We provide the community with a place where friends are plenty and a neighborly spirit and smile set the tone.

This Welcome Packet & Amenity Policy has been designed to provide you with all of the information that you need to begin utilizing the facilities and programs available to you as a resident of our community. The usage guidelines provided in this packet have been thoughtfully established to help us to maintain the proper utilization of all areas while providing residents with a safe and enjoyable experience.

Our community provides residents with the following amenities:

- 20-miles of walking, biking and hiking trails throughout the community.
- 800 acres of dedicated leisure space, including:
 - Whitfield Park, a central park in our first neighborhood
 - Heart Pine Parks, two “pocket parks” at the community’s entrance
- Pool and splashpad facilities
- Playgrounds
- Dog parks
- ...and much more!

If you have any questions about your parks and recreation amenities, please don’t hesitate to reach out to the team at (813) 925-9777 or through renee@starkeyranch.com

Sincerely,

Chuck Adams, District Manager
TSR Community Development District

Sunshine Law Disclosure

Under Florida law, emails to and from district officials and employees are considered public record. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or in writing (as per Florida Statute 119).

Amenity Management

WTS International Inc., a globally recognized leisure management firm; manages amenities owned and operated by the TSR Community Development District. For questions or concerns regarding usage of your facilities, please contact the Amenity Manager's office via email at renee@starkeyranch.com or by calling 813-925-9777.

Community Contacts

TSR Community Development District

9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 464-7114

www.TSRCDD.com

Chuck Adams, District Manager, adamsc@whhassociates.com
Cleo Adams, Assistant District Manager, crismondc@whhassociates.com

Resident Services & Amenity Manager's Office

2500 Heart Pine Avenue
Odessa, Florida 33556
Phone: 813-925-9777

www.OurStarkeyRanch.com

Renee C. Gillooly-Hlebak
Lifestyle Director, renee@starkeyranch.com

1. Facility Access Cards

1. Access Cards may be issued to all members of each Resident's household and/or Non-Resident Members. There is a \$10 charge per Access Card to replace lost or stolen cards and/or for additional cards above two as well as access cards for renters.
2. All Residents and Non-Resident Members 16 years of age or older are required to have a card for Facility Access.
3. All Patrons will be required to sign a waiver of liability before using the District amenities.
4. Patrons and Guests may be required to present ID cards or guest passes upon request by staff at any Amenity Facility.

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2. Non-Resident Annual User Fee

1. The Annual User Fee for any Non-Resident is \$3,000.00 per fiscal year (October 1 – September 30). This payment must be paid in full at time of completion of the Non-Resident user application and the corresponding agreement. This fee includes usage for four persons total. This fee will permit the use of all Amenity Facilities for one (1) fiscal year, pro-rated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of amenity facilities. This membership is not available for commercial purposes.

3. Guest Policies

1. All guests, regardless of age, must complete a Guest Waiver located next to the access gate of the pools closest to the bathhouses prior to using the Amenity Facilities. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the guest must be present upon visiting the Amenity Facilities and sign off on the waiver. Residents must accompany their guests at all times while using the Amenity Facilities.
2. All guests over the age of 18 must sign a waiver of liability upon entering all Amenity Facilities.
3. Patrons who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and/or membership.
4. Each household/dwelling unit will be permitted to bring up to four (4) guests per day to the aquatic facilities and splash pad. In no event shall the number of guests per household/dwelling unit exceed four (4) per day.

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4. Renter's Privileges

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID/access card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

5. General Facility Provisions

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
 - a. The Amenity Manager shall have the authority to institute temporary amendments, modifications, or other measures necessary for efficient and safe operation of the Amenity Facilities until consideration by the Board at the next duly-noticed Board meeting.
2. All residents and guests may be required to present their ID cards in order to gain access to the Amenity Facilities.
3. All hours of operation, including holiday schedules, of the Amenity Facilities, will be established and published by the District and Amenity Manager.
4. Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public facilities including, but not limited to, amenity buildings (offices, social halls), pools, ~~or related improvements, with the exception of the dog park.~~ A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

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In the event of a special event or activity occurring outdoors, the Amenity Manager may allow leashed and well-behaved dogs. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to others.

5. Vehicles must be parked in designated areas. Motorized vehicles, including golf carts, are not allowed on any trails at any time. Golf cart operation on public roads must conform to §316.212 of Florida Statutes.
6. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
7. Only District employees or employees of the Amenity Manager are allowed in the service areas of the Amenity Facilities.
8. Patrons and Guests must present their ID cards or guest passes upon request by staff at any Amenity Facility.
9. The Board of Supervisors (as an entity), the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.
10. All lost or stolen ID cards or access devices should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards.
11. Smoking and the use of electronic smoking devices is not permitted at any of the TSR CDD facilities. This includes facilities used during private rentals as well as all entrances to facilities and within parks.
12. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
13. Aquatic facilities, including splash pad, rules that are posted in appropriate areas must be observed.
14. Patrons and their Guests shall treat all staff members with courtesy and respect.
15. Off-road motorbikes and/or vehicles, including golf carts, are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
16. Children must be attended to at all times while utilizing Amenity Facilities. District staff will not offer childcare services.
17. Skateboarding is not allowed on the Amenity Facilities property at any time.
18. The Amenity Manager must approve performances at any Amenity Facility, including those by outside entertainers, in advance.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities that involve, in any way, the provision of goods or services for compensation or advertising.
21. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in accordance with Florida law.
22. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better service the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc. Should the District be entitled to any of

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these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.

23. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
24. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing any Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
25. There shall be no overnight parking in the Amenity Facility parking lots unless owner of vehicle notifies Amenity Manager and obtains a 24-hour parking pass from the Amenity Facility parking lot only.
26. When using outdoor Amenity Facilities, including trails and open spaces, please adhere to the following guidelines:
 - a. Non-domesticated animals (“wild animals”) encountered on trails and in other areas are wild and should never be approached. Never leave small children unattended.
 - b. Never feed wild animals, or leave food/garbage unattended.
 - c. Please see Attachments A-C for more information regarding interaction with wild animals from the Florida Fish and Wildlife Conservation Commission.

6. Loss or Destruction of Property or Instances of Personal Injury

1. Each patron and each Guest assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron’s guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury by a Patron or Guest or family member(s).
3. Any Patron, Guests or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facilities’ premises shall do so at his or her own risk, and shall hold the Amenity Facilities’ owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees representatives, contractor or agents. Any patron shall have, owe and perform the same obligation to the District and their respective operators, supervisors, employees representatives, contractors and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

7. General District Amenity Facility Policy

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Amenity Manager.

Emergencies: After contacting 9-1-1 if required, all emergencies and injuries must be reported to the Amenity Manager (phone 813-925-9777), email renee@StarkeyRanch.com, who will notify the District Manager when appropriate. If during normal business hours, please notify District staff at 813-925-9777.

District Equipment: Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District with damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guests will be responsible to the District for any cost associated with repair or replacement of that equipment.

Please note that certain Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk.

8. Aquatic Facility & Splashpad Rules

No lifeguard on duty – swim at your own risk.

Starkey Ranch features neighborhood pool facilities to improve the leisure time of our residents. In order to enjoy a safe and enjoyable environment within these facilities, please adhere to the following guidelines and policies.

Usage Guidelines

1. Swim at your own risk. Lifeguards do not supervise the pool areas during operating hours.
2. Pool and splashpad hours are as follows:
 - a. March through September: 7:00am to 8:30 pm or Dusk, whichever is earlier
 - b. October through February: 7:00am to 6:00pm or Dusk, whichever is earlier
3. No one under the age of 16 is allowed in the area alone unless accompanied by a person 16 years and older. Residents are not permitted to "drop off" their children/grandchildren without specific supervision from a person 16 years and older.
4. Children under the age of 10 must be directly supervised by a person 16 years or older in the water or from the deck at all times. A single individual may be responsible for supervising a maximum of four (4) children at any given time.
5. Flotation devices are permitted, but their use by non-swimmers requires direct supervision in the water by a person 16 years of age or older.
6. Persons unable to swim 25 yards without stopping and unable to handle themselves well in the water are not permitted in water above their shoulders.

7. To prevent accidental loss or damage, we recommend that personal pool toys, [large flotation devices, pop up tents, and cornhole boards](#) be left at home.
8. No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
9. Strollers are allowed on the deck, as long as they are kept a minimum of three (3) feet from the pool edge and are maintained in a locked position.
10. Alcohol, glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms. This is per State regulations. Food and drink are not permitted within 4 feet of the pool.
11. All swimmers must shower before initially entering the pool.
12. Persons with open cuts, wounds, sores or blisters may not use the pool.
13. No person should use the pool with or suspected of having a communicable disease that could be transmitted through the use of the pool.
14. Appropriate swimming attire (swimsuits) must be worn at all times.
15. Infants/children not toilet trained and incontinent adults must wear swimsuit diapers or snug plastic pants under their swim suits. Diapers (cloth and disposable) are prohibited.
16. Animals are not permitted in the pool or wet areas.
17. Sitting on or hanging from pool ladders is not allowed.
18. No diving is permitted.
19. Back dives, flips, back jumps or other dangerous actions from the side of the pool are prohibited.
20. Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
21. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
22. The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately when instructed to do so by the staff.
24. All swim instructors must be approved, certified and employed by the Amenity Manager.
25. All other general facility rules apply.

9. Starkey Ranch District Park Usage

This property is a County facility that is operated through a License Agreement with a contracted agency.

10. Event Lawns, Pavilions and Other Outdoor Areas

The outdoor areas of Starkey Ranch are maintained for the usage of residents of the community. The policies below adhere to pavilions, outdoor patios, grilling areas, pool cabanas and event lawns managed by the CDD.

The event lawn and patio areas are available for use by residents and their guests on a first come, first serve basis. Private rentals may be reserved through the Amenity Manager's office.

1. Pavilions may be rented as per the Rental Section of this guide.
2. Residents on a first-come, first-served basis may utilize the pavilion grills.
3. Residents are responsible for cleaning the pavilion grills after use.
4. No one under the age of 16 is allowed in the area alone unless accompanied by a person (16 years and older). Residents are not permitted to "drop off" their children/grandchildren without specific supervision from a person 16 years or older.
5. Bikes, rollerblades, skateboards and equipment with wheels are prohibited, with the exception of the paved trails.
6. Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be utilized.
7. Pets must be kept on leash and residents must pick up and dispose of pet waste in appropriate receptacles. Residents are encouraged to utilize the dog parks.
8. Profanity, fighting or disruptive behavior will not be tolerated.
9. Smoking and the use of electronic smoking devices is not permitted in public spaces.
10. Residents are responsible for bringing their own equipment.
11. All instructors and coaches must be approved, certified and employed by the Amenity Manager.
12. Picnic areas are available on a first come first serve basis. Private rentals may be reserved through the Amenity Manager's office and is subject to appropriate fees as approved by the Board. Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.
13. Amplified sound systems and DJs are prohibited unless it is an approved program or event.
14. Residents must clean up after themselves and dispose of trash in the appropriate receptacles.
15. Removal of tables and grills from the picnic area is prohibited.
16. The consumption of alcohol is prohibited in public spaces.
17. The event lawns, playgrounds, pavilions and other park areas close at dusk unless otherwise approved by the Amenity Manager.
18. All other general facility rules apply.

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11. Fire Pits

The Fire Pits located at Whitfield Park are use at your own risk on a first come, first serve availability and are not available for private rentals.

1. The fire pits may be utilized by adult residents only. Anyone under the age of 18 may not use the fire pits unsupervised.
2. The fires may be lit starting as early as dusk and put out or extinguished no later than 10pm.
3. Residents are responsibility for shutting off or extinguishing any fires that are lit.
4. Landscaping in the surrounding areas are not to be used as accelerants.

12. Dog Parks

Dog parks are available within Starkey Ranch, for the enjoyment of residents and their four-legged friends.

1. Residents and their pets may utilize the dog park at their own risk. Owners are

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- responsible and liable for the actions and behavior of their dogs at all times.
2. The dog park may only be reserved for a community approved program or event. All scheduled events will be posted.
 3. Owners are limited to 3 dogs per visit.
 4. No one under the age of 16 is allowed in the area alone unless accompanied by a person 16 years and older. Residents are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.
 5. Female dogs in heat and dogs under the age of four months are prohibited.
 6. Owners must keep dogs in sight and under voice control at all times.

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7. All pets must be licensed and vaccinated.
8. Only friendly and non-aggressive dogs are permitted in the dog park. If a dog becomes unruly or plays rough, it must be leashed immediately.
9. Owners must use caution when bringing toys, Frisbees, and balls to the park, as this may solicit protective and territorial behavior that may result in fighting.
10. Owners must keep dogs in the designated off-leash areas. In all other areas, dogs must be on their leash.
11. Owners must pick up and dispose of dog waste in appropriate receptacles.
12. It is recommended that a parent or guardian supervise children.
13. Barker Park located at 2890 Heart Pine Avenue is designated for dogs 25 pounds and under.
14. All other general facility rules apply.

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13. Trails

1. Trails are open to all forms of non-motorized transportation.
2. Golf carts are not permitted on any trail.
3. Pedestrians have the right-of-way on trails unless otherwise posted.
4. Bicycles, in-line skaters and other "wheeled" travelers must yield to hikers.
5. Downhill traffic must yield to uphill traffic.
6. All events, races, and competitions must be approved programs.
7. Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions.
8. Faster users should pass on left and announce their intention before passing.
9. Trail users must stay on existing designated trails.
10. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
11. Do not disturb vegetation or wildlife.
12. The staff should be notified if any trail requires maintenance or any strange behavior is witnessed on the trails.

Deleted: <#>Trails may be used from dawn until dusk.¶

14. Lakes, Ponds, and Natural Areas Within District

The lakes and ponds throughout the community are beautifully designed and maintained for the enjoyment of our community.

"Catch and release" fishing is permitted in District-managed bodies of water, however residents shall not trespass on private property of another resident or enter any prohibited service areas for District staff or maintenance personnel.

It is important to note that these bodies of water are natural habitats to wildlife living within our community. Anyone taking part in activity in or near said water bodies are doing so at their own risk. District waterbodies may be deep and those participating in recreational activities in District waterbodies do so at their own risk. District recommends use of appropriate safety equipment during any such activities.

Non-motorized recreational watercraft is permitted in Cannon Lake only from Dawn to Dusk. No watercrafts of any kind are allowed in any other body of water except for lake/pond maintenance vehicles. Any violation of this policy will be reported to local authorities.

The following is the policy statement of the District as it regards to the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including Pasco County and the Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to, trees, are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including Pasco County and SWFWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Pasco County and/or SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as-is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the nature areas for any reason, from maintenance to placement of personal property, of any kind.

15. Wildlife and Contacts

In the event of an emergency situation, please call 911.

For situations involving wildlife that may be encroaching property, please contact the Amenity Manager's office at 813-925-9777 and action, when deemed appropriate, will be taken.

Please do not disturb or agitate wildlife encountered while in the community.

For any stray domestic animals, please contact Pasco County Animal Services at 352-521-5194 for assistance.

16. Amenity Rental Procedures

Staff will take reservations in advance for the Amenity Facilities, as per District approval. Reservations are on a first-come, first-served basis and can be made by emailing amenityrentals@starkeyranch.com or in person at the Amenity Manager's office. Reservations must include a completed request form. Reservations must be made at least thirty (30) days in advance.

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There are no personal "standing" reservations allowed for the facilities listed in the reservation policy.

Fees associated with renting of Amenity Facilities shall be decided upon by the Amenity Manager and with approval of the District Manager and Board. These fees may increase from time to time to correspond with increased operating costs for the Amenity Facilities.

Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.

17. Cunningham Park

Cunningham hall and the surrounding park are maintained for the usage of residents of the community. The policies below adhere to the hall, canoe and kayak facilities and outdoor spaces at Cunningham Park are managed by the CDD.

1. Cunningham Hall is available for use by residents and their guests during structured programs, classes or community events.
2. Private rentals may be reserved through the Amenity Manager's office per the amenity rental section of this policy Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.
3. Residents must accompany their guests at all times and adhere to the CDD guest policy: Each household/dwelling unit will be permitted to bring up to four (4) guests per day.
4. Residents must have at all times in their possession their access card for identification to enter and utilize the amenities.
5. Residents under twenty-one (21) years of age may not consume alcohol on property at any time. without prior approval from the Amenity Manager. The serving of alcohol must be conducted by a licensed bar service for all private rentals.
6. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the facility.
7. All members utilize the amenities at their own risk. Assumption of risk and liability forms must be signed and on file before utilizing the amenity areas.
8. A schedule of activities will be posted in the building and updated by the staff.
9. No one under the age of 16 is allowed in the area alone unless accompanied by a person (16 years and older. Residents are not permitted to "drop off" their children/grandchildren without specific supervision from a person 16 years or older.
10. Canoes and kayaks may be used on a first come, first serve basis. No one under the age of 16 is allowed to use the kayaks alone unless accompanied by a person 16 years or older.
11. Canoes and kayaks are available from dawn to dusk only. Water recreation is not permitted outside of these hours.
12. Bicycle, skateboard, rollerblade and other vehicle use is limited to designated outdoor areas only such as the paved parking lot and trails.
13. With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors unless it is an authorized event.

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14. Profanity, fighting or disruptive behavior will not be tolerated.
15. ~~Smoking and the use of electronic smoking devices is not permitted at any of the TSR CDD Facilities. This includes facilities used during private rentals.~~
16. All programs and services including but not limited to personal training, group exercise, and instructional programs must be conducted by an approved and certified employee of the Amenity Manager.
17. Amplified sound systems and DJs are prohibited unless it is an approved program, event or private rental. Excessive noise that will disturb other residents and guests is not permitted.
18. Residents must clean up after themselves and dispose of trash in the appropriate receptacles.
19. All equipment and supplies provided for use of the amenities must be returned in good condition after use. Removal of any equipment or supplies from the building is prohibited.
20. ~~Cunningham Hall must be vacated and secured by staff no later than 10pm unless approved by the Amenity Manager.~~
21. The facility and staff are not responsible for lost or stolen items. All found items should be turned in to the Welcome Center or Lifestyle Staff. ~~Any items left in public areas will be stored for up to one week in a secured lost and found location.~~
22. All other general facility rules apply. Rules are subject to change as deemed necessary by the TSR-CDD.

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18. Rental Fees for Amenity Facilities

Outdoor – Minimum rental of 2 hours

Area and Location	Description	Fees
Cunningham Hall <i>This includes use of the adjacent catering kitchen. Special requests will need to be made to use outside lawn/event space.</i>	<ul style="list-style-type: none"> Maximum attendees is 75. 	\$50 per hour. *2-hour minimum <i>This does not include time for breakdown or set-up. Please ensure that your rental times include this.</i> Requires a \$250 deposit
Pavilions <i>We make every effort to ensure that picnic tables/benches remain within the Pavilions, however, you are encouraged to plan accordingly in case tables are removed or relocated due to another community event or program.</i>	<ul style="list-style-type: none"> Maximum attendees is 30. 	\$15 per hour *2-hour minimum <i>This does not include time for breakdown or set-up. Please ensure that your rental times include this.</i>

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This does not include usage of the dog parks, playgrounds or other common spaces. This is strictly for Event Lawn. Staff will provide boundary map if requested.

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The Amenity Manager approves reservations on a first-come, first-served basis. All organized usage of any District-owned property must be approved through an executed rental agreement between the Resident and District. Please speak to the Amenity Manager's office for further information regarding rental procedures and to file an application for rental.

The Amenity Manager has the authority to approve, deny or restrict rentals within District-owned or leased property, for the best interest of Residents and their Guests. Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.

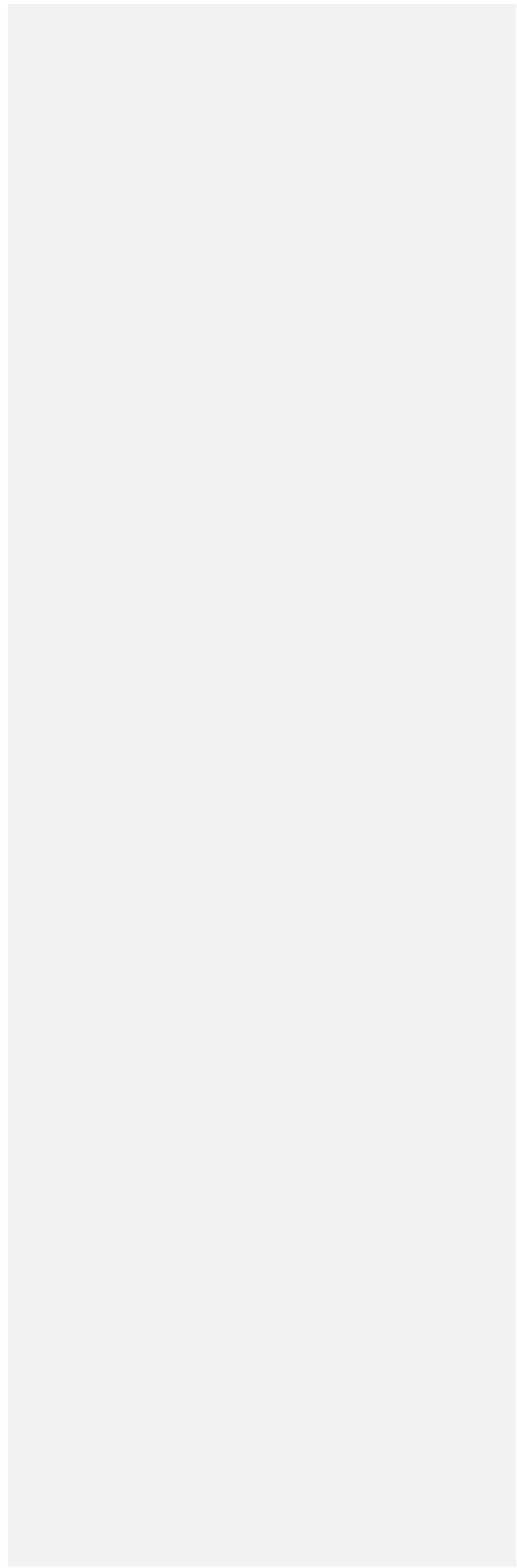
Rental fees do not include additional fees that may be charged as direct result of additional staffing, usage or equipment required by Amenity Manager.

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Local civic service organizations (I.e. Rotary Club, Kiwanis) may rent park amenities (with the exception of any facility requiring key card access) on a case-by-case basis through the Amenity Manager's office, for co-sponsored District events. The Amenity Manager has the right to approve or deny these rentals, based upon the needs of the community and Amenity event calendar

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Starkey Ranch Bike Park Policies

All users must be a resident of or current paid non-resident user for the TSR Community Development District or a guest of a member and have a signed waiver forms of which are attached hereto as Exhibit A, on file with the TSR Community Development District prior to entering the park. Prior to use of the bike park participants under 18 years of age must have a waiver signed by parent or legal guardian in the presence of a District staff member or the waiver must be notarized on file with the District. Proper I.D. is required.

Please note the following guidelines:

1. We are a family of riders. We care for the safety of others.
2. Use of the park is at your own risk. Know your own abilities and limits.
3. This is a hazardous sport. Use of the park may expose the user to serious injury or death, including but not limited to broken bones or paralysis.
4. Adult supervision is strongly recommended for riders age 13 and under and adult supervision is required for those ages 9 and under.
5. Riding in the park is permitted from dawn to dusk only. Trespassers will be prosecuted.
6. Before riding, inspect all surfaces before park use and report any trash, debris, erosion, or other problems with the surface to District staff immediately.
7. No riding when raining, lightening or during maintenance periods. Ride with the flow of other riders. Do not proceed over obstacles or around course until it is clear of other riders.
8. Only BMX or Mountain bikes are permitted in the active riding area.
9. No motorized vehicles (Golf Cart / Mini Bike / Dirt Bike / ATV / 4 Wheelers) are permitted in the bike park or on the single-track trails.
10. Bikes with training wheels are not permitted in the bike park. Pedal cars or tricycles are not permitted in bike park.
11. All riders must wear an American National Standards Institute-approved helmet with securely fastened chinstrap and closed-toe shoes. It is strongly suggested that riders wear elbow pads, kneepads and wrist guards.
12. Destruction of obstacles, vandalism, graffiti, or other types of damage to the facility

shall be governed in accordance with the District's Suspension and Termination of Amenity Privileges Policy and may result in the loss of use of the facility.

13. No animals allowed in the active riding areas.
14. No music boxes or speakers systems are allowed.
15. Absolutely no alcohol, drugs, smoking, vaping allowed in the active riding area.
16. We value kindness. No profanity or abusive language will be tolerated.

Florida State Statute

In accordance with Section 316.0085, Florida Statutes, any person who participates in or assists in off-road biking, skateboarding or in-line skating assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury or death to himself or herself or other persons or property which result from these activities. Any person who observes biking, skateboarding or in-line skating assumes the known and unknown in the inherent risks in these activities irrespective of age and is legally responsible for all damages, injury or death to himself or herself which result from these activities.

**TSR COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FOR ADULT'S USE OF BIKE PARK**

Participant Information

FULL NAME OF PARTICIPANT: _____ (“Participant”)

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S TELEPHONE NO.: _____

RELEASE AND WAIVER:

I, Participant, understand that the TSR Community Development District (the “District”), and its residents, agents, supervisors, officers, directors, employees and staff assume no responsibility for injuries or illness that I may sustain as a result of use of the Bike Park. I expressly acknowledge on behalf of myself and my heirs, assigns, personal representatives or estates that I assume the risk for any and all injuries and illness that may result from my use of the Bike Park. I hereby defend, indemnify, hold harmless, release, and discharge the District, and its residents, agents, supervisors, officers, directors, employees and staff from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury for injury (to property or persons, including without limitation, wrongful death), illness, death, loss or damage that myself may suffer as a result of my use of the Bike Park, whether such is brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency. Further, I understand that the District is not responsible for personal property lost or stolen while I use the Bike Park. This indemnification applies to and includes, without limitation, the payment of all penalties, damages, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the District for all legal expenses and costs incurred by it.

PURSUANT TO SECTION 316.0085, FLORIDA STATUTES, THE DISTRICT IS NOT LIABLE TO ANY PERSON WHO VOLUNTARILY PARTICIPATES IN SKATEBOARDING, INLINE SKATING, OR FREESTYLE OR MOUNTAIN AND OFF-ROAD BICYCLING FOR ANY DAMAGE OR INJURY TO PROPERTY OR PERSONS WHICH ARISES OUT OF A PERSON'S PARTICIPATION IN SUCH ACTIVITY, AND WHICH TAKES PLACE IN AN AREA DESIGNATED FOR SUCH ACTIVITY.

MEDICAL RELEASE: In the event that I am unconscious or otherwise unable to make medical decisions for myself in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital, or ambulance service to secure proper treatment, and to order anesthesia, for myself as named above.

I am allergic to the following medications: _____

SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY TSR COMMUNITY DEVELOPMENT DISTRICT STAFF

Signature of Participant

Date

Notary Information:

TSR

COMMUNITY DEVELOPMENT DISTRICT

5A

**NOTICE OF RULE DEVELOPMENT BY THE
TSR COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the TSR Community Development District (“**District**”) hereby gives notice of its intention to develop (i) proposed Amenity Facilities Policies and Bike Park (“Policies”); and (ii) Amenities Rates, Deposits, and Fees (“Rates”). The purpose and effect of the proposed Policies and Rates is to provide for efficient and effective operation of district amenity facilities by setting out policies and terms for use, and to provide efficient District operations by a setting fees to implement the provisions of Section 190.035, *Florida Statutes*. Specific legal authority for the adoption of the proposed Policies and Rates includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2021). A public hearing will be conducted on **December 1, 2021, at 5:00 p.m. at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556**. A copy of the proposed Policies and Rates may be obtained by contacting the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone: (561) 571-0010.

District Manager
TSR Community Development District

Run Date: _____, 2021

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

TSR

COMMUNITY DEVELOPMENT DISTRICT

5B

NOTICE OF RULEMAKING REGARDING AMENITY FACILITIES POLICIES AND BIKE PARK POLICIES AND AMENITIES RATES, DEPOSITS, AND FEES OF THE TSR COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, *Florida Statutes*, the District hereby gives the public notice of its intent to: (i) adopt its proposed Amenity Facilities Policies and Bike Park (“Policies”); and (ii) adopt Amenities Rates, Deposits, and Fees (“Rates”).

A public hearing on the proposed Policies and Rates will be conducted by the Board of Supervisors of the TSR Community Development District (“District”) on **December 1, 2021, at 5:00 p.m. at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556.**

The public hearing will provide an opportunity for the public to address the proposed Policies and Rates. The purpose and effect of the proposed Policies and Rates is to provide for efficient and effective operation of district amenity facilities by setting out policies and terms for use, and to provide efficient District operations by setting fees to implement the provisions of Section 190.035, *Florida Statutes*. Prior notice of rule development was published in the _____ on _____, 2021.

The Policies may address matters related to use of the District’s amenities facilities and other properties. A copy of the proposed Policies may be obtained by contacting the District Office at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010. The proposed Rates are as set forth below, but may be adjusted at the hearing pursuant to discussion by the Board of Supervisors and public comment:

Access Cards	Proposed Fee
First Two Cards	Free
Each Additional or Replacement Card	\$10.00

Rental Rates	Proposed Deposit	Proposed Fee
Cunningham Hall (minimum of 2 hours)	\$250.00	\$50.00/hour
Pavilions (minimum of 2 hours)	N/A	\$15.00/hour

Annual User Fees	Proposed Fee
Non-Resident, Annual User Fee (per fiscal year: October 1 – September 30)	\$3,000.00

Specific legal authority for the adoption of the proposed Policies and Rates includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2021).

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice to the District Office.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

TSR Community Development District
District Manager

Run Date: _____, 2021

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

TSR

COMMUNITY DEVELOPMENT DISTRICT

6

This instrument was prepared by and upon recording should be returned to:

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

This space reserved for Clerk of Court

**AGREEMENT REGARDING MODIFICATION OF
IRRIGATION AND PIPELINE EASEMENT**

THIS AGREEMENT REGARDING MODIFICATION OF IRRIGATION AND PIPELINE EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2021, by **TSR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**” or “**Grantor**”), and **Starkey Blueberry Farm, LLC, a Florida limited liability company (“SBF”), and SRI2, LLC, a Florida limited liability company (“SRI2”)** (SBF and SRI2 collectively the “**Grantee**”). For purposes of this Agreement, District and Grantee are sometimes together referred to herein as “**Parties,**” and separately as “**Party**”).

WITNESSETH:

WHEREAS, District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of District; and

WHEREAS, District currently owns property by virtue of conveyance deed recorded in Pasco County Official Records Book 10411, Page 2166, et seq. (the “**Property**”); and

WHEREAS, Grantee has an easement interest in a portion of the Property by virtue of Irrigation and Pipeline Easement Agreement recorded in Pasco County Official Records Book 9164, Page 626, et seq. and attached hereto as **Exhibit A** (the “**Easement Agreement**”); and

WHEREAS, for the benefit of landowners within the boundaries of the District, the District has adopted an improvement plan that includes having the District construct, acquire and maintain certain roadway and required stormwater management facilities including those located within the Property; and

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

A. Modification of Irrigation and Pipeline Easement Agreement.

- i. District and Grantees hereby modify the Easement Agreement in accordance with Section 11 thereof, to reflect District's ownership of the Property.
- ii. Further, the Parties modify Section 3 of the Easement Agreement to require that in the event the Irrigation Equipment is no longer necessary for use of Grantee's Parcel, Grantee and their successors in title shall be required to abandon and cap the Irrigation Equipment in accordance with all state, local and federal rules and requirements to the satisfaction of the District.
- iii. Finally, the Parties modify Section 2 of the Easement Agreement to allow, but not require, Grantee to construct a dock within the Easement Area provided Grantee ensures members of the public have access to such dock. In the event Grantee constructs such dock within the Easement Area, Grantee agrees to indemnify and hold harmless the District, its supervisors, officers, and agents (all of the foregoing collectively, the "**Indemnified Parties**") from and against any claims, losses or liabilities arising out of or related to the use of the dock. The Grantee's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on the subject dock or as a result of a person falling or jumping from the subject dock; (b) claims arising out of the utilization of the dock to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the dock; and (d) claims arising out of such Grantee's, its family, guests, contractors and subcontractors, and employees dumping of or discharging any debris or substance in the waterbody. Grantee shall maintain dock structure in accordance with all governmental standards and requirements of the District. In the event Grantee fails to maintain, District may, in its sole discretion, remove or repair dock structure upon notice to the Grantee at Grantee's sole cost and expense. If repair or removal performed by the District, Grantee shall reimburse District within ten (10) days of written demand to Grantee.

2. Indemnity. Grantee agrees to indemnify and hold harmless the District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any

claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnites which relate in any way to Grantee's use of the Property by virtue of its rights granted in the Easement Agreement.

3. **Liens.** The Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Property in connection with the exercise of its rights exercised in accordance with the Easement Agreement.

4. **Insurance.** Grantee's contractors (and their subcontractors, employees, and materialmen) performing work for Grantee in the Easement Area pursuant to this Easement Agreement shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District.

5. **Exercise of Rights.** Nothing herein shall be construed to limit in any way Grantee's or its successors' rights granted in the Easement Agreement, as modified by this Agreement.

6. **Sovereign Immunity.** Grantee agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

7. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the District: TSR Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

To SBF: Starkey Blueberry Farm, LLC
12959 State Road 54
Odessa, Florida 33556

Attn: Trey Starkey
Email: treystarkey@gmail.com

To SRI2: SRI2, LLC
12959 State Road 54
Odessa, Florida 33556
Attn: Trey Starkey
Email: treystarkey@gmail.com

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for Grantee and counsel(s) for the District may deliver Notice on behalf of Grantee and the District, respectively.

8. Third Parties. This Agreement is solely for the benefit of Grantee and the District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than Grantee and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party.

9. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Pasco County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

10. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

11. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

12. Termination. If the Easement Areas shall be abandoned by the Grantee or terminated in any manner, all rights and privileges hereunder shall cease. In the event of termination, Grantee shall remove Irrigation Improvements from the property in accordance with the Easement Agreement as modified herein.

13. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

14. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both D.R. Horton and District.

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

16. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a Party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such Party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

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

18. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and Grantee as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

19. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

20. **Effective Date.** This Agreement shall be effective as of the date first written above.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, District and Grantee caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

TSR COMMUNITY DEVELOPMENT DISTRICT

Name: _____

Michael Liquori
Chairperson, Board of Supervisors

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization this ___ day of _____, 2021, by Michael Liquori, as Chairman of the TSR Community Development District. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

Witnesses:

STARKEY BLUEBERRY FARM, LLC, a Florida limited liability company

Name: _____

Name: _____

Name: _____

As: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by _____, as _____, of Starkey Blueberry Farm, LLC, a Florida limited liability company, on behalf of the company. She/He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Witnesses:

SRI2, LLC, a Florida limited liability company

Name: _____

Name: _____

As: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by _____, as _____, of SRI2, LLC, a Florida limited liability company, on behalf of the company. She/He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

EXHIBIT A



Prepared by and return to:
Christopher H. Norman, Esq.
Hines Norman Hines, P.L.
315 S. Hyde Park Avenue
Tampa, FL 33606
Tel. (813) 251-8659



Rcpt: 1668902 Rec: 95.00
DS: 0.00 IT: 0.00
03/20/2015 T. S., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
03/20/2015 03:38pm 1 of 11
OR BK 9164 PG 626

IRRIGATION & PIPELINE EASEMENT AGREEMENT

This Irrigation & Pipeline Easement Agreement ("Agreement") is made and entered into to be effective as of March 13, 2015 (the "Effective Date") by and among Starkey Ranch Investment Company, LLC, a Florida limited liability company ("Grantor"), Starkey Blueberry Farm, LLC, a Florida limited liability company ("SBF"), and SRI2, LLC, a Florida limited liability company ("SRI2"). For the purposes of this Agreement, SBF and SRI2 are collectively referred to as the "Grantees", and each of them is separately referred to as a "Grantee". For purposes of this Agreement, Grantor and Grantees are collectively referred to as the "parties", and each of them is separately referred to as a "party", wherever such references appear below.

WHEREAS, Grantor owns a parcel of real property more fully described in Exhibit "A" attached hereto (the "Grantor Parcel"); and

WHEREAS, SRI2 owns the parcel of real property more fully described in Exhibit "B" attached hereto (the "Grantee Parcel"); and

WHEREAS, SBF is the sole owner of SRI2; and

WHEREAS, Grantor desires to grant to each Grantee, a perpetual non-exclusive easement and right to access and extract water from the Grantor Parcel to irrigate the Grantee Parcel, and a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress upon, over, under, and across the Grantor Parcel as reasonably necessary to facilitate said irrigation, subject to the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the premises and the terms hereinafter contained, the parties agree as follows:

1. Foregoing Statements. The parties acknowledge and agree that the foregoing statements are true and accurate, and that the same constitute integral parts of this Agreement.

2. Grant of Easement and Rights. Grantor hereby grants, conveys, and confirms to each Grantee, a perpetual and non-exclusive easement and right to access and extract water from the Grantor Parcel to provide irrigation to the Grantee Parcel, and a perpetual and non-exclusive easement for vehicular and pedestrian ingress upon, over, under, and across the Grantor Parcel to facilitate the irrigation of the Grantee Parcel (collectively, the "Easement"). Grantees shall conduct all irrigation activities in compliance with the permitting requirements of Southwest Florida Water Management District ("SFWMD") and any and all other governmental authorities having jurisdiction (collectively, the "Other Authorities"), and shall pay all fees and costs to obtain and maintain all permits required by SFWMD and the Other Authorities. The Easement includes the right to construct, operate, maintain, repair, and replace pipelines, sprinklers, irrigation machinery, irrigation equipment, irrigation facilities and all related fixtures and appurtenances thereto (collectively, the "Irrigation Equipment"). The Easement also includes the right to construct a pipeline under the real property described in Exhibit "C" attached hereto. Grantees shall, jointly and severally, defend, indemnify, and hold harmless Grantor for any and all claims, liens, damage or loss (including without limitation attorneys' fees and costs) and liabilities that are in any way related to the irrigation activities conducted by either Grantee on the Grantor Parcel and the Grantee Parcel, including without limitation, those related to the Master Planned Unit Development referenced in that certain Amended and Restated Development Agreement Between Pasco County and Starkey Ranch Investment Company, LLC recorded in O.R. Book 8785, Page 585 of the Public Records of Pasco County, Florida (the "MPUD"), and those initiated and pursued by SFWMD and the Other Authorities.

3. Maintenance of Irrigation Equipment. Grantees shall be jointly and severally responsible to maintain and repair the Irrigation Equipment in good condition, repair and free of hazards, and shall be solely responsible for the continuing cost of such maintenance and repair.

4. General Restrictions. Grantees shall use water extracted from the Grantor Parcel solely as a source of irrigation for the Grantee Parcel. Neither Grantor nor Grantees shall install, construct, or erect any permanent improvements within the Easement that unreasonably interfere with the rights granted herein. Grantor shall not take any action within the Easement that will, or may, obstruct, impede, or interfere with either Grantee's use of the Easement; provided, however, nothing contained in this Agreement shall prohibit Grantor from constructing infrastructure, roads, or other improvements within or upon the Easement. Except for the rights granted herein, Grantees shall not take any action within the Easement that will, or may, obstruct, impede, or interfere with Grantor's use of the Grantor Parcel.

5. MPUD Restrictions. Grantees acknowledge that they are familiar with the MPUD (as defined in Section 2 hereof) and that they are aware of the intended development for residential use of the real property to which the MPUD pertains (the "MPUD Property"). Grantees shall conduct all irrigation activities in a manner that will not unreasonably disrupt the enjoyment of owners of the MPUD Property as a result of excessively loud noise.

6. Indemnification. Grantees shall, jointly and severally, defend, indemnify, and hold harmless Grantor from and against any and all claims, liens, damage or loss (including without limitation attorneys' fees and costs) and liabilities, including any liability arising by reason of injury (including death) to any persons and damage to any property arising out of or in connection with the (i) use or occupation of the Easement by each Grantee, and by each Grantee's agents, owners, contractors, employees, or invitees; or (ii) a breach of this Agreement by either Grantee. Grantees shall, jointly and severally, defend, indemnify, and hold harmless Grantor from and against any and all claims, liens, damage or loss (including without limitation attorneys' fees and costs) and liabilities in any related to either Grantee's noncompliance with requirements imposed by SFWMD and the Other Authorities, and noncompliance with permits issued by SFWMD and the Other Authorities.

7. Insurance. Each Grantee shall procure and maintain general liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 5 hereof), death, or property damage occurring on the Easement as a result of that Grantee exercising any rights under this Agreement. The insurance shall have a minimum coverage protection of \$1,000,000.00 for personal injury and \$1,000,000.00 for property damage with respect to any one occurrence, and shall name Grantor as an additional insured.

8. Covenants Running with the Land. All rights, privileges, benefits or burdens created pursuant to this Agreement are covenants running with the land and shall be binding upon, and inure to the benefit of, Grantor, Grantees and their respective successors in title, legal representatives, mortgagees, successors, and assigns.

9. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (ii) one (1) business day after having been deposited with an expedited, overnight courier service (such as, by way of example, but not limitation, by U.S. Express Mail, Federal Express or Purolator), addressed to the party to whom notice is intended to be given at the address set forth below:

To Grantor: Starkey Ranch Investment Company, LLC
 12959 State Road 54
 Odessa, Florida 33556
 Attn: Trey Starkey
 Facsimile: _____
 Email: treystarkey@gmail.com

To SBF: Starkey Blueberry Farm, LLC
 12959 State Road 54
 Odessa, Florida 33556
 Attn: Trey Starkey
 Facsimile: _____
 Email: treystarkey@gmail.com

To SRI2: SRI2, LLC
 12959 State Road 54
 Odessa, Florida 33556
 Attn: Trey Starkey
 Facsimile: _____
 Email: treystarkey@gmail.com

10. Third Party Rights. This Agreement and all of its terms, covenants, conditions and provisions are solely for the benefit of the Grantor Parcel and the Grantee Parcel, respectively, and the respective owners, their mortgagees, successors and assigns thereof. No third party will have any rights, privileges or other beneficial interest herein or hereunder. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever.

11. Modification. The parties and their successors in title shall have the right to amend or modify this Agreement by instrument in writing recorded in the Public Records of Pasco County, Florida, executed by the fee simple owners of the Grantor Parcel and the Grantee Parcel, and their respective mortgagees, if any.

12. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws and judicial decisions of Florida, without regard to its conflicts of law principles.

(b) Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the Easement granted herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein. Correspondence, memoranda, or agreements, whether written or oral, originating before the Effective Date are replaced in total by this Agreement.

(c) Attorneys' Fees. The prevailing party to a dispute between, or litigation among, any of the parties hereto, if said dispute or litigation relates to this Agreement, shall be entitled to reimbursement from the non-prevailing party for its reasonable costs and expenses, including reasonable attorneys' fees. For purposes of this Agreement, the "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, mediated or otherwise, dismissal, or judgment. For purposes of this Agreement, the term "reasonable attorneys' fees" shall include, without limitation, the actual attorneys' fees incurred in retaining counsel for advice, negotiations, suit, appeal, or any other legal proceeding, including mediation and arbitration. For the purposes of this Agreement, the term "reasonable costs and expenses" shall include, without limitation, the costs of paralegal, accounting, financial and investigative support.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(e) Expenses. Grantees shall be solely responsible for the cost of recording this Agreement. Each party shall bear the expenses of its legal counsel in connection with the negotiation and drafting of this Agreement.

(f) Interpretation. The language used in this Agreement, shall not be construed in favor of or against any of the parties, but shall be construed as if all of the parties prepared this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied to any party.

(g) Time is of the Essence. Time shall be of the essence as to all covenants, terms and conditions in this Agreement.

(h) No Waiver. The right of the parties under the foregoing shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set forth below to be effective as of the Effective Date.

[Signature]
Signature of Witness

Starkey Ranch Investment Company, LLC
By: [Signature]
Jay B. Starkey, III, as Manager

Branne Bonilla
Printed Name of Witness

Date: March 13, 2015

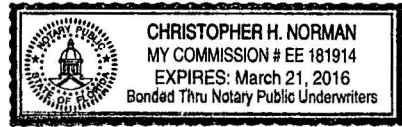
[Signature]
Signature of Witness

Thomas M. DeWan
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on March 13, 2015 by Jay B. Starkey, III, as Manager of Starkey Ranch Investment Company, LLC, a Florida limited liability company, on behalf of said limited liability company, and who is personally known to me or who has produced as identification.

[Signature]
Notary Public, State of Florida
(Stamp Name, Commission #, and Expiration below)



[Signature]
Signature of Witness

Branne Bonilla
Printed Name of Witness

[Signature]
Signature of Witness

Thomas Dalton
Printed Name of Witness

Starkey Blueberry Farm, LLC

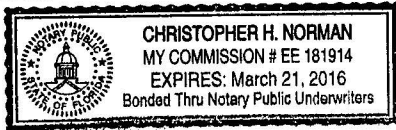
By: Southern Blueberry Management, LLC as sole Manager

By: [Signature]
Jay B. Starkey, III, as its President and CEO

Date: March 13, 2015

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on March 13, 2015 by Jay B. Starkey, III, as President and CEO of Southern Blueberry Management, LLC, a Florida limited liability company, who is the sole manager of Starkey Blueberry Farm, LLC, a Florida limited liability company, on behalf of said companies, and who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public, State of Florida
(Stamp Name, Commission #, and Expiration below)

SRI2, LLC

By: [Signature]
Jay B. Starkey, III, as Manager

Date: March 13, 2015

[Signature]
Signature of Witness

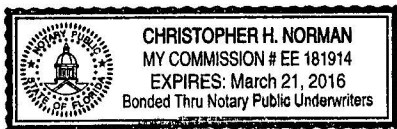
Branne Bonilla
Printed Name of Witness

[Signature]
Signature of Witness

Thomas Dalton
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on March 13, 2015 by Jay B. Starkey, III, as Manager of SRI2, LLC, a Florida limited liability company, on behalf of said limited liability company, and who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public, State of Florida
(Stamp Name, Commission #, and Expiration below)

EXHIBIT "A"

STARKEY PROPERTY
EXCAVATION AREA NO. 3

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

From the Southeast corner of said Section 19, run thence along the South Boundary of said Section 19, N.89°01'58"W., 347.16 feet to a point of intersection, also being the POINT OF BEGINNING; thence S.56°36'24"W., 4.74 feet; thence N.89°00'51"W., 1596.80 feet; thence N.07°15'23"W., 133.20 feet; thence N.35°43'58"E., 143.43 feet; thence N.51°10'27"E., 43.89 feet; thence N.70°49'03"E., 107.60 feet to a point of curvature; thence Northeasterly, 17.28 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 09°54'09" (chord bearing N.65°51'58"E., 17.26 feet) to a point of tangency; thence N.60°54'54"E., 93.75 feet to a point of curvature; thence Northeasterly, 36.49 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 20°54'26" (chord bearing N.50°27'41"E., 36.29 feet) to a point of tangency; thence N.40°00'27"E., 76.09 feet; thence N.71°26'47"E., 100.34 feet; thence S.71°03'14"E., 30.51 feet to a point of curvature; thence Easterly, 73.59 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 42°09'58" (chord bearing N.87°51'47"E., 71.94 feet) to a point of tangency; thence N.66°46'48"E., 48.60 feet; thence S.67°23'01"E., 68.89 feet; thence S.68°38'02"E., 64.63 feet to a point of curvature; thence Easterly, 54.34 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 31°08'04" (chord bearing S.84°12'04"E., 53.67 feet) to a point of tangency; thence N.80°13'54"E., 45.44 feet; thence N.77°37'04"E., 22.96 feet; thence S.08°26'01"W., 8.23 feet to a point of curvature; thence Southerly, 46.92 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 26°53'04" (chord bearing S.05°00'32"E., 46.49 feet) to a point of tangency; thence S.18°27'04"E., 46.81 feet to a point of curvature; thence Southeasterly, 29.03 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 16°37'56" (chord bearing S.26°46'02"E., 28.93 feet) to a point of tangency; thence S.35°05'00"E., 33.52 feet to a point of curvature; thence Southeasterly, 63.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 36°19'56" (chord bearing S.53°14'58"E., 62.35 feet) to a point of tangency; thence S.71°24'56"E., 53.59 feet to a point of curvature; thence Easterly, 46.38 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 26°34'33" (chord bearing S.84°42'13"E., 45.97 feet) to a point of tangency; thence N.82°00'31"E., 57.40 feet to a point of curvature; thence Easterly, 28.35 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 16°14'46" (chord bearing N.73°53'08"E., 28.26 feet) to a point of tangency; thence N.65°45'45"E., 57.40 feet to a point of curvature; thence Northeasterly, 32.58 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 18°39'56"

(chord bearing N.56°25'47"E., 32.43 feet) to a point of tangency; thence N.47°05'49"E., 97.98 feet to a point of curvature; thence Northeasterly, 27.11 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 15°32'06" (chord bearing N.39°19'46"E., 27.03 feet) to a point of tangency; thence N.31°33'43"E., 80.10 feet to a point of curvature; thence Northeasterly, 26.85 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 15°23'06" (chord bearing N.23°52'11"E., 26.77 feet) to a point of tangency; thence N.16°10'38"E., 78.70 feet to a point of curvature; thence Northwesterly, 53.33 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 30°33'17" (chord bearing N.00°53'59"E., 52.70 feet) to a point of tangency; thence N.14°22'39"W., 25.13 feet to a point of curvature; thence Northwesterly, 93.01 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 53°17'23" (chord bearing N.41°01'20"W., 89.69 feet) to a point of tangency; thence N.67°40'02"W., 93.36 feet to a point of curvature; thence Westerly, 17.93 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 10°16'16" (chord bearing N.72°48'10"W., 17.90 feet) to a point of tangency; thence N.77°56'18"W., 86.08 feet; thence N.70°42'06"W., 61.72 feet; thence N.45°39'36"W., 62.66 feet; thence N.17°15'27"E., 196.85 feet to a point of curvature; thence Northerly, 23.48 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 13°27'13" (chord bearing N.10°31'51"E., 23.43 feet) to a point of tangency; thence N.03°48'14"E., 50.75 feet to a point of curvature; thence Northeasterly, 59.43 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 68°05'58" (chord bearing N.37°51'13"E., 55.99 feet) to a point of tangency; thence N.71°54'12"E., 67.00 feet to a point of curvature; thence Easterly, 43.68 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 50°03'04" (chord bearing S.83°04'16"E., 42.30 feet) to a point of tangency; thence S.58°02'43"E., 58.97 feet to a point of curvature; thence Southeasterly, 23.37 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 26°46'34" (chord bearing S.44°19'27"E., 23.15 feet) to a point of tangency; thence S.31°16'10"E., 64.58 feet; thence S.36°03'16"E., 48.13 feet to a point on a curve; thence Southerly, 58.11 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 33°17'36" (chord bearing S.05°51'03"E., 57.29 feet) to a point of tangency; thence S.22°29'51"E., 162.38 feet to a point of curvature; thence Southeasterly, 140.42 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 80°27'27" (chord bearing S.62°43'34"E., 129.17 feet) to a point of tangency; thence N.77°02'43"E., 142.91 feet; thence S.49°44'06"E., 146.19 feet; thence S.23°24'00"W., 166.12 feet to a point of curvature; thence Southerly, 73.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 13°24'53" (chord bearing S.16°41'34"W., 23.35 feet) to a point of tangency; thence S.09°59'07"W., 154.01 feet to a point of curvature; thence Southerly, 93.08 feet along the arc of a curve to the left having a radius of 100.00 feet and

a central angle of $53^{\circ}19'50''$ (chord bearing $S.16^{\circ}40'48''E.$, 89.76 feet) to a point of tangency; thence $S.43^{\circ}20'43''E.$, 41.11 feet to a point of curvature; thence Southeasterly, 37.99 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of $21^{\circ}46'10''$ (chord bearing $S.54^{\circ}13'48''E.$, 37.77 feet) to a point of tangency; thence $S.65^{\circ}06'53''E.$, 60.32 feet; thence $S.08^{\circ}34'13''W.$, 108.48 feet; thence $S.67^{\circ}45'44''W.$, 208.92 feet to a point of curvature; thence Southwesterly, 19.47 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of $11^{\circ}09'20''$ (chord bearing $S.62^{\circ}11'04''W.$, 19.44 feet) to a point of tangency; thence $S.56^{\circ}36'24''W.$, 13.46 feet to the POINT OF BEGINNING.

EXHIBIT "B"

BLUEBERRY FARM PARCEL

DESCRIPTION: A parcel of land lying in Sections 19, 29 and 30, Township 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, run thence along the West boundary of said Section 29, S.00°11'05"W., 528.99 feet to the POINT OF BEGINNING; thence S.74°00'00"E., 436.20 feet to the monumented East boundary of the West 420.00 feet of the North 1/2 of the Northwest 1/4 of said Section 29, also being the West boundary of WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3, according to the plat thereof, recorded in Plat Book 45, Page 55, of the Public Records of Pasco County, Florida; thence along said East boundary of the West 420.00 feet of the North 1/2 of the Northwest 1/4 of Section 29, also being said West boundary of WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3, S.00°12'20"W., 680.00 feet to the Southeast corner of said West 420.00 feet of the North 1/2 of the Northwest 1/4 of said Section 29, also being the Southwest corner of said WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3; thence along the South boundary of said West 420.00 feet of the North 1/2 of the Northwest 1/4 of Section 29, N.89°08'07"W., 419.47 feet to the Southwest corner thereof; thence along the South boundary of the North 1/2 of the Northeast 1/4 of aforesaid Section 30, N.89°00'37"W., 2,618.75 feet to the Southwest corner thereof; thence along the South boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 30, N.89°00'59"W., 797.24 feet to the Easterly boundary of a 295 foot wide Florida Power Corporation right of way, according to Official Records Book 276, Page 184, of the Public Records of Pasco County, Florida; thence along said Easterly boundary of the 295 foot wide Florida Power Corporation right of way, N.34°08'40"E., 1,662.86 feet; thence S.55°51'20"E., 331.93 feet; thence along a line lying 110.00 feet South of and parallel with the North boundary of aforesaid North 1/2 of the Northeast 1/4 of Section 30, S.89°04'06"E., 1,985.52 feet; thence S.28°00'00"E., 478.69 feet to the POINT OF BEGINNING.

Containing 90.599 acres, more or less.

EXHIBIT "C"

STARKEY IRRIGATION EASEMENT

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

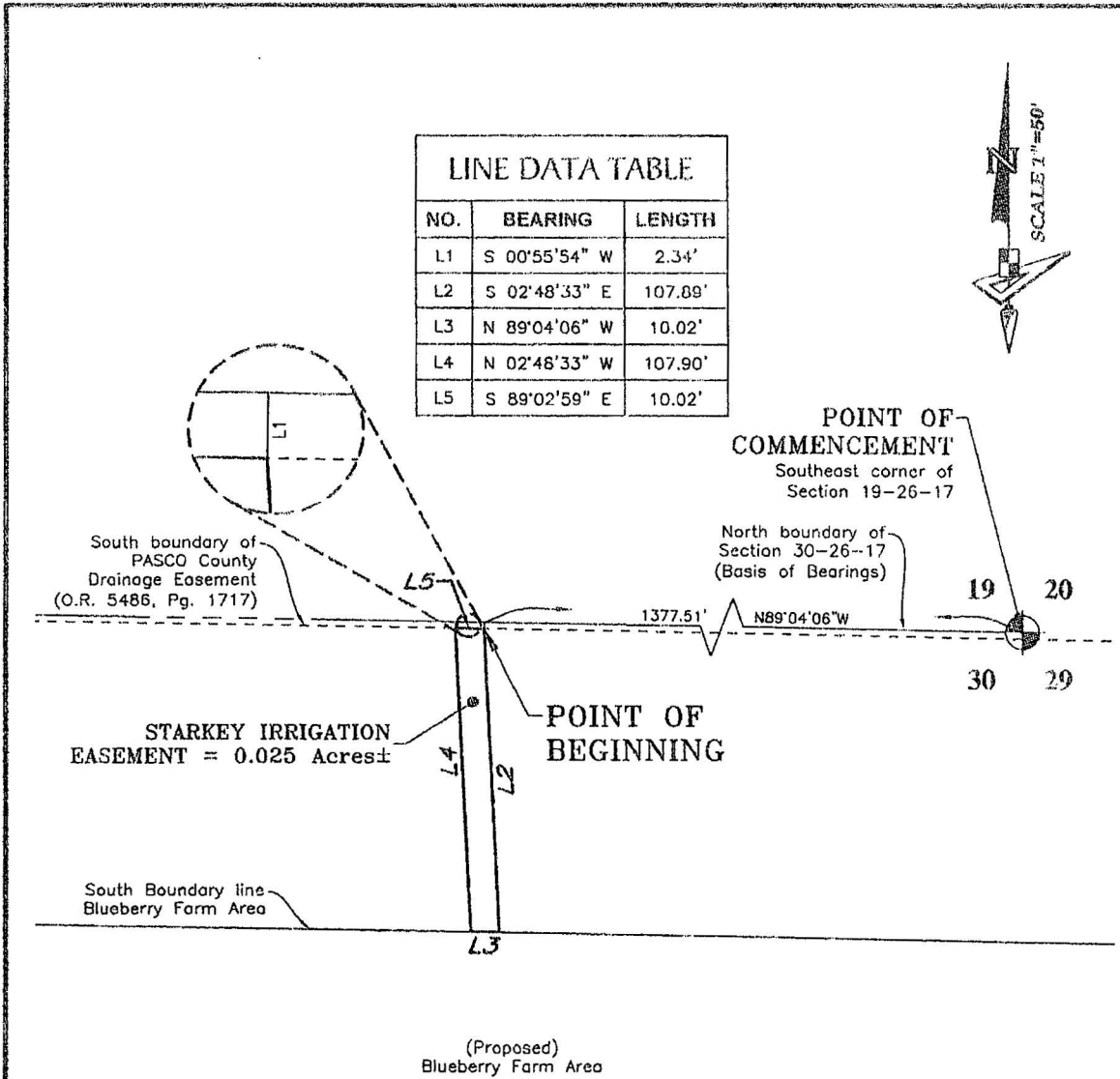
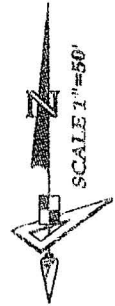
COMMENCE at the Northeast corner of said Section 30, run thence along the North boundary of Section 30, N.89°04'06"W., a distance of 1377.51 feet; thence S.00°55'54"W., a distance of 2.34 feet to a point on the South boundary of Pasco County Drainage Easement recorded in Official Record Book 5486, Page 1717, of the Public Records of Pasco County, Florida, also being the POINT OF BEGINNING; thence S.02°48'33"E., a distance of 107.89 feet; thence N.89°04'06"W., a distance of 10.02 feet; thence N.02°48'33"W., a distance of 107.90 feet to aforesaid South boundary of Pasco County Drainage Easement recorded in Official Record Book 5486, Page 1717, of the Public Records of Pasco County, Florida; thence S.89°02'59"E., a distance of 10.02 feet; to the POINT OF BEGINNING.

Containing 0.025 acres, more or less.

STARKEY IRRIGATION EASEMENT

REVISIONS				Prepared For: WHEELLOCK STREET CAPITAL, LLC	
No.	Date	Description	Drawn		
Sheet No. 1 of 2 Sheets				<p>GeoPoint Surveying, Inc.</p> <p>1403 E. 5th Avenue Tampa, Florida 33605 www.geopointsurvey.com</p> <p>Phone: (813) 248-8238 Fax: (813) 248-2266 Licensed Business Number LB 7768</p>	
Drawn: LAT		Date: 02/12/15		Data File:	
Check: DAW		P.C.: N/A		Field Book:	
Section: 19, Twn. 26 S., Rng. 17 E.				Job #:	

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°55'54" W	2.34'
L2	S 02°48'33" E	107.89'
L3	N 89°04'06" W	10.02'
L4	N 02°48'33" W	107.90'
L5	S 89°02'59" E	10.02'



STARKEY IRRIGATION EASEMENT

REVISIONS			
No.	Date	Description	By

Prepared For: WHEELOCK STREET CAPITAL, LLC

DESCRIPTION SKETCH
 (Not a Survey)

GeoPoint
 Surveying, Inc.

1403 E. 5th Avenue Phone: (813) 248-8885
 Tampa, Florida 33605 Fax: (813) 248-2266
 www.geopointsurvey.com Licensed Professional Surveyor No. 19,763

Drawn: LAT	Date: 02/12/15	Data File:
Check: DAW	P.C.: 11/1	Field Book:
Section: 19, Twn. 26 S., Rng. 17 E.		Job #:

Sheet No. 2 of 2 Sheets

TSR

COMMUNITY DEVELOPMENT DISTRICT

7



PO BOX 41750
St Petersburg, FL 33743
Phone: 727-347-6770
Fax: 727-347-6860
License # CPC1459346

CONTRACT FOR TILE, SURFACE, DEPTH MARKERS AND WATERBLAST

09/24/2021

Starkey Ranch
2500 Heart Pine Ave.
Odessa, FL 33556

*We are pleased to present the following agreement (the "Contract"):
Provide all Labor and Materials to perform the following repairs at the swimming pool located at the above
address. Supersedes versions with earlier dates.*

Scope of Work – Pool Remodel

*Drain Pool remove hydrostatic plug in main drain to alleviate any pressure build up beneath the pool.
Angle grind around all returns, lights, wall fixtures and main drain. Apply hydraulic cement around
all prepared openings for leak prevention. Check pool shell for hollow spots and delaminations.
Remove delaminated areas at no charge. Acid wash pool and apply bonding agent for proper adhesion
of new finish. Resurface pool with "**Pebble Finish**" finish 3/8" to 1/2 thick and expose finish (1 yr.
warranty). Lifetime manufacture warranty*

- *Supply & install new tile around perimeter of pool & scum gutter*
- *Supply & install new non skid step cap tiles per code*
- *Supply & install new pebble finish lifetime manufacture warranty*
- *Supply & install (3) new main drain cover*
- *Supply & install new depth markers inside pool per code*
- *Waterblast entire pool and remove delaming surface.*
- *Includes (3) months complimentary pool service (details outlined in pool agreement)*
- *New chemical start up*

Total ("Price"): \$ 58,917.00

Total Price to be paid as follows:

\$10% Due Upon Receipt of Signed Contract
\$35% Due Upon Commencement of Work
\$35% Due Upon Commencement of Tile

***\$15% Due Upon Commencement of Plaster
\$ 5% Due Upon Completion of Contract***

********Does not include any additional permitting fees if required, they will be billed separately*****
Contractor's Responsibilities***

*****Clear Tech Pools will extend additional warranty on workmanship from (1) year workmanship to up to (5) years workmanship with continued uninterrupted weekly paid pool service with Clear Tech Pools. Any lapse in service other than a natural disaster or act of god will end the extended workmanship warranty if we are outside of the (1) year completion date.***

The Contractor agrees to supply all labor, materials, equipment, and supplies necessary to perform and complete the work described in the contract documents in a workman like manner, in accordance with industry standards and comply with laws, ordinances and regulations of federal, state, county and city with respect to the performance of it's work to the fulfillment of this Contract. Certificates of insurance will be furnished to the Purchaser upon request. The Contractor shall regularly remove trash and construction debris from the Purchaser's premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, re-seeding or replacement of shrubs and landscaping material shall be provided by the Contractor unless specifically noted in this Contract. Minor variations in the dimensions or elevations are normal and shall not affect the validity of this Contract.

Purchaser's Responsibilities

The Purchaser agrees to pay the Contractor for the performance of its work, subject to additions and deductions for changes and/or charges. Payments must be made on schedule or work will stop until such payments are made. Late payments shall void any free items or credits included in this Contract. Purchaser agrees to pay all costs incurred because of non-payment or other breach of Contract by the Purchaser including any accrued interest and legal fees for arbitration. Work will be rescheduled upon payment and existing completion dates will be adjusted accordingly. If requested by Contractor the Purchaser agrees to furnish all surveys describing the physical characteristics, legal limitations and utility locations for the job site and legal description of the site, including any relevant deed restrictions. The Purchaser agrees to furnish the utilities such as water, and electrical power, at Purchaser's expense, including the initial filling of the pool, or other utilities required to complete the performance s of this Contract. Dump and material disposal fees will be billed at cost (if applicable) to Purchaser and are not included in the Price. Work damaged or having to be repaired because of weather conditions, acts of God or customer, shall be Purchaser's responsibility and in addition to this Contract. Staining of new surfaces from old, rusted lights, ladders, returns or other items are the responsibility of the Purchaser. Non -standard vendors or items selected by Purchaser may increase Price of Contract or estimate. Owner shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or consideration to Owner, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. Such photographs and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of Owner.

Access

Purchaser agrees to furnish access to the job site, including access for heavy equipment and understands that damage in the area is inevitable. The Purchaser further agrees that the Contractor will not be responsible for relocation, replacement or damage to lawn, septic, sewer or sprinkler systems, shrubs, trees, fences, driveways, sea walls, sea wall tie backs, curbs, wells or other underground utilities that are in the equipment access, pool or deck areas. Damage to personal items such as lawn furniture or portable plants left in the construction areas will be the Purchaser's responsibility. Moving of furniture, plants, etc., from decks and construction area will be billed separately.

Site Conditions

In the event that excessive ground water is encountered, the Contractor may, at his discretion, raise the pool elevation, decrease the depth or try to obtain contractual design depth by other means such as installation of well points, each at an additional cost to the Purchaser. Should unknown physical conditions below the surface be of unusual nature, differing substantially from those ordinarily encountered (the "Subsurface Anomaly") causing the necessity for extra labor or materials to complete this work, the Purchaser agrees to pay for the additional cost associated with the Subsurface Anomaly. This includes excessive clay deposits, leveling of pool bond beams, repairing or bringing non-standard, dilapidated or outdated items to a level to meet current code(s), existing drainage problems, removal of algae or excessive de-lamination (over 100 sq. ft. is considered excessive) or hollow spots (over 100 sq. ft. is considered excessive) in existing pool or deck finish and raising of patio or screen doors. If it is determined by the Contractor or Purchaser that the cost of the extra work would be prohibitive or that the Subsurface Anomaly would prohibit completion of this Contract, Contractor or Purchaser shall immediately notify the other party in writing (the "Termination Notice") and the Purchaser agrees to pay the Contractor for all labor and materials used in the work competed through the date of the Termination Notice. If it becomes necessary to install one or more well points (minimum charge of \$500 each) to remove the excess ground water or to install submersible or overhead pumps the Purchaser agrees to pay the additional charge upon receiving an invoice for the well point work. Unless otherwise noted in the Contract, all electrical work requiring a licensed electrician is not included in the Price of this Contract. Pricing for propane tanks, natural gas lines, electrical and panel upgrades are not included in this Contract unless otherwise noted in the Contract.

Property Title

The Purchaser warrants and represents that he/she is the legal owner of the land upon which the pool is to be built or work performed or has full authority from the legal owner thereof to enter into this Contract, and the Purchaser shall indemnify and hold harmless the Contractor in all title matters arising from the performance of this Contract.

General Conditions

All equipment and accessories furnished by the Contractor will remain the property of the Contractor and no warranty will be honored until all invoiced payments have been made. Failure to make such payments as invoiced will be considered a breach of Contract and as such the Contractor has the right to remove the furnished pool equipment and /or accessories even if they are attached to real estate. Outstanding balances on items completed beyond 30 days shall void all warranties and guarantees. In the event Purchaser has supplied dimensions, drawings, or surveys for the purposes of pricing this Contract, the Price may be increased if subsequent inspection by municipalities determines the work to be completed would be unable to permit.

Work under this Contract is deemed complete when Contractor's materials are installed. Purchaser agrees that there are no warranties in effect and final inspections will not be called in until the Contract is paid in full and that Purchaser will be responsible and liable for any damages that may occur for not adhering to the terms and conditions of this Contract or delays. Contractor shall not be liable under any circumstances for incidental or consequential damages, and no claim for damages shall be greater in amount than the Price of this Contract. No free or specially priced items will be installed unless all invoices have been paid in full and on time.

Draws are due on the morning work is to be completed for designated stages. If full payment is not on site the morning of completion, work shall not be commenced on that day and a \$500 trip charge will be billed to Purchaser. This or any late payment will void any credits, special discounts or free items included in this Contract.

Modifications to Contract

This Contract may not be modified except by written instrument signed by both parties. All changes or additions to this Contract shall be authorized by a signed addendum (the "Addendum") executed by the Purchaser and the Contractor. Charges for such items shall become due when billed and paid for in accordance with the provisions of the Addendum. Any notice given under this Contract shall be in writing and shall be delivered personally or mailed to the other party at the above stated address. The Contract price listed above is valid for Ninety (90) days from date listed on Page 1.

Acceptance by Purchaser

The terms and conditions of this Contract are fully understood by the Purchaser. The prices, specifications, conditions, and payment schedule are satisfactory and are hereby accepted. It is understood that this Contract may be cancelled without penalty within three (3) days following the date of Purchaser's signature or verbal authorization for the work to be performed.

Warranty

The Contractor warrants its work to be free from defects in material and workmanship's for a period of One (1) years after the completion date or pool has been filled with water. If any defects should appear within such a time, the Contractor shall remedy such defect without any cost to the Purchaser that has complied in full with the terms of payment and other conditions of this Contract. Purchaser's failure to make full payment to Contractor according to this Contract and work orders shall void all warranty's. The Contractor warrants the concrete shell on new pool construction against structural defects to the original Purchaser for One (1) year after completion. Should manufacturers warranty exceed the one (1) year Contractor's warranty, all claims should be directed to the manufacturer. Imperfections, such as plaster and deck discoloration, hairline cracks in pool, tile, expansion cracks in decks and tile, which is inherent to this type of construction, are not warranted. Etching, pitting and scaling of the interior pool finish is caused by improper water chemistry and will not be warranted. Interior finishes are warranted only in areas where the material touches. Other areas such as existing plumbing, skimmers, main drains and light niches, unless replaced as a part of this contract or separately as an addendum to this contract, are not warranted. All equipment shall be new unless otherwise specified. Defects or failures caused by mistreatment or neglect shall be repaired or serviced at Purchaser's expense. There are no other warranties, either expressed or implied.

Arbitration

The parties hereby elect binding arbitration as their exclusive method of resolving controversies existing between them relating to this Contract. Arbitration proceedings shall be conducted in

accordance with the Rules of Arbitration and the procedures adopted by the local Chapter of the Florida Swimming Pool Association (FSPA) which are incorporated by reference into this Contract provided that the Contractor remains a Florida Swimming Pool Association member in good standing. Binding arbitration is recognized under Florida law as judicially enforceable means of dispute resolution.

The parties to this Contract release the officers members and staff of the FSPA and its chapters from all liabilities, claims or demands whatsoever arising from any arbitration proceeding. This release is given freely and voluntarily by the undersigned who are authorized representatives of the parties to this Contract.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS [713.001-713.37](#), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND - FOR CONTRACTS OVER \$2,500.00

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CONSTRUCTION INDUSTRY LICENSING BOARD- 2601 BLAIRSTONE RD., TALLAHASSEE, FL 32399-1039 - PHONE 850-487-1395

X _____ Date: _____
Name:
Property Owner

X _____ Date: _____
Contractor
Authorized Representative, Clear-Tech Pools.

TSR

COMMUNITY DEVELOPMENT DISTRICT

8A



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #10578

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Whitfield Preserve Pocket parks

Estimated Job Start Date

November 29, 2021

Proposed By

Gary L Hawkins

Due Date

May 31, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Herbicide application Per Square Foot	Square Foot	16930	\$0.02	\$338.60
			Subtotal	\$338.60
			Job Total	\$338.60

square foot price to apply herbicide prior to new sod installation.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins
Down to Earth
Landscape & Irrigation

05/28/2021
Date

Starkey Ranch Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

8B

Travis Resmondo Sod, Inc.

P.O. Box 966 * Dundee, FL. 33838-0966

(863) 676-6109 * FAX: (863) 676-2891

SOD PROPOSAL

SUBMITTED TO: Sunscape Consulting

DATE: 5/3/2021

SITE LOCATION: Starkey Ranch – Whitfield Preserve Pocket Parks Estimate: #7456

Attention:

We hereby submit the price information for the **delivery and installation** of sod to the location listed above:

SOD TYPE	Approx. SQ FEET	UNIT PRICE	AMOUNT
Empire Zoysia Replacement	16,930	\$0.60	\$10,158.00

**** OUR TERMS ARE C.O.D. UPON DELIVERY OF THE SOD **
ALL OTHER TERMS MUST HAVE PRIOR APPROVAL**

This proposal is subject to acceptance within ten (10) days and is void thereafter at the option of the undersigned.

Authorized Signature: **Travis Resmondo**



5/3/21

Title: President

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted.

Date: _____

Signature: _____

Title: _____

**** PLEASE SIGN AND RETURN ONE COPY TO OUR OFFICE ****

TSR

COMMUNITY DEVELOPMENT DISTRICT

9A



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #10574

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapiconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job
Rangeland West

Estimated Job Start Date
November 29, 2021

Proposed By
Gary L Hawkins

Due Date
May 31, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Herbicide application Per Square Foot	Square Foot	187929	\$0.02	\$3,758.58
			Subtotal	\$3,758.58
			Job Total	\$3,758.58

square foot price to apply herbicide prior to new sod installation.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins
Down to Earth
Landscape & Irrigation

05/28/2021
Date

Starkey Ranch Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

9B

Travis Resmondo Sod, Inc.

P.O. Box 966 * Dundee, FL. 33838-0966

(863) 676-6109 * FAX: (863) 676-2891

SOD PROPOSAL

SUBMITTED TO: Starkey Ranch TSR CDD

DATE: 5/3/2021

SITE LOCATION: Starkey Ranch – Rangeland West Estimate: #7447

Attention:

We hereby submit the price information for the **delivery and installation** of sod to the location listed above:

SOD TYPE	Approx. SQ FEET	UNIT PRICE	AMOUNT
Empire Zoysia Replacement	187,929	\$0.60	\$112,757.40

**** OUR TERMS ARE C.O.D. UPON DELIVERY OF THE SOD **
ALL OTHER TERMS MUST HAVE PRIOR APPROVAL**

This proposal is subject to acceptance within ten (10) days and is void thereafter at the option of the undersigned.

Authorized Signature: **Travis Resmondo**

5/3/21

Title: President

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted.

Date: _____

Signature: _____

Title: _____

**** PLEASE SIGN AND RETURN ONE COPY TO OUR OFFICE ****

TSR

COMMUNITY DEVELOPMENT DISTRICT

10

Starkey Ranch Enhancements Opportunities

1. Fence Post Oak Tree #15340
2. Heart Pine Drake Elm #15357
3. Lake Blanche Oak trees #15363
4. Lake Blanche Sycamores #15337
5. Night Star Trail Tree replacements #15366
6. Rangeland West Oaks #15360
7. Rangeland West Plant Material #17341
8. Rangeland West Sycamore #15355
9. Sycamore Stancil Park #15350
10. Heart Pine Ave #7869
11. Homestead Park #7870
12. Whitfield Park #7868
13. Homestead Park Trail East #4396

TSR

COMMUNITY DEVELOPMENT DISTRICT

10A



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15340

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Fence Post Oak Tree

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Live Oak "Cathedral" 65 Gal	3" Caliper	1	\$700.00	\$700.00
Staking Kit - RBK-40	Each	1	\$55.00	
			Subtotal	\$755.00
			Job Total	\$755.00

Replace storm damaged Oak Tree located in the ROW between the pond and the Volaris Apartments.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10B



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15357

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Heart Pine Park Drake Elm

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Drake Elm - 45 Gal	2.5" Caliper	1	\$550.00	\$550.00
Stake - RBK-40	Each	1	\$55.00	
			Subtotal	\$605.00
			Job Total	\$605.00

Replace Storm damaged Elm tree located at Heart Pine Park at Hitching St.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10C



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15363

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Lake Blanche Oaks

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Live Oak "Cathedral" - 65 Gal	3" Caliper	3	\$700.00	\$2,100.00
Stake - RBK-40	Each	3	\$55.00	
			Subtotal	\$2,265.00
			Job Total	\$2,265.00

Replace Declining Oak Tree's on the West end of Lake Blanche.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10D



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15337

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Lake Blanche Sycamore's

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Sycamore 45 Gal.	2.5" Caliper	6	\$550.00	\$3,300.00
Staking Kit - RBK-40	Each	6	\$55.00	
			Subtotal	\$3,630.00
			Job Total	\$3,630.00

Replacing declining Sycamore tree's along Lake Blanche Ave South of Huckleberry Pond.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins
Down to Earth
Landscape & Irrigation

08/26/2021
Date

Starkey Ranch
Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10E



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15366

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Night Star Trail Tree
replacements

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Live Oak "Cathedral" - 65 Gal	3" Caliper	1	\$700.00	\$700.00
Slash Pine	30 Gallon	1	\$275.00	\$275.00
Stake - RBK-40	Each	2	\$55.00	\$110.00
			Subtotal	\$1,085.00
			Job Total	\$1,085.00

Replace missing Oak and Pine Tree's from the Row areas.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10F



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15360

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Rangeland West Oaks

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Live Oak "Cathedral" - 65 Gal	3" Caliper	5	\$700.00	\$3,500.00
Stake - RBK-40	Each	5	\$55.00	
			Subtotal	\$3,775.00
			Job Total	\$3,775.00

Replace declining Oak Tree's along Rangeland Blvd on the West end Towards Starkey Blvd.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10G



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #17341

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Village 3 - Rangeland West plant
material

Estimated Job Start Date

November 30, 2021

Proposed By

Gary L Hawkins

Due Date

October 13, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Dwarf Firebush	3 Gallon	167	\$12.00	\$2,004.00
Viburnum "Walters"	3 Gallon	265	\$12.00	
Simpson Stopper	3 Gallon	104	\$12.00	\$1,248.00
Beauty Berry	3 Gallon	34	\$12.00	
Muhly Grass	3 Gallon	42	\$12.00	\$504.00
Coontie	3 Gallon	31	\$14.00	
Irrigation Technician Labor	Hours	24	\$55.00	\$1,320.00
Irrigation Parts	Each	1	\$875.00	
			Subtotal	\$9,973.00
Job Total				\$9,973.00

Plant replacements for aging and declining plant material in the North side beds West of Ranchers Gap to Starkey Blvd.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins
Down to Earth
Landscape & Irrigation

10/04/2021
Date

Starkey Ranch Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10H



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15355

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Rangeland West Sycamore

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Sycamore - 45 Gal	2.5" Caliper	1	\$550.00	\$550.00
Stake - RBK-40	Each	1	\$55.00	
			Subtotal	\$605.00
			Job Total	\$605.00

Replace declining Sycamore tree located West of Night Star Trail on the North side of Rangeland Blvd.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

101



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #15350

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Billing Address

TSR Invoices
TSR Community Development District
TSR CDD
2300 Glades Road
Boca Raton, FL 33431

Physical Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

Job

Rangeland East Sycamore at
Stansil Park

Estimated Job Start Date

September 20, 2021

Proposed By

Gary L Hawkins

Due Date

August 26, 2021

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Sycamore - 45 Gal	2.5" Caliper	1	\$550.00	\$550.00
Staking Kit - RBK-40	Each	1	\$55.00	
			Subtotal	\$605.00
			Job Total	\$605.00

Replace construction damaged Sycamore located along the ROW in front of Stansil Park.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

08/26/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10J



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #7869

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Village 1 - Heart Pine Ave	May 31, 2021	Gary L Hawkins	April 9, 2021

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Tree/Plant Installation			
Muhly Grass	215	\$12.00	\$2,580.00
Cordgrass	310	\$12.00	
Coontie	120	\$14.00	\$1,680.00
Dwarf Fakahatchee Grass	216	\$12.00	
Firebush	117	\$12.00	\$1,404.00
Viburnum "Walters"	73	\$12.00	
		Subtotal	\$12,852.00
		Job Total	\$12,852.00

Plant replacements for aging and declining plant material throughout Heart Pine Ave including Heart Pine park.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

04/06/2021

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10K



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #7870

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Village 1 - Whitfield Park	May 31, 2021	Gary L Hawkins	April 9, 2021

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Tree/Plant Installation			
Muhly Grass	98	\$12.00	\$1,176.00
Firebush	92	\$12.00	
Cordgrass	97	\$12.00	\$1,164.00
Viburnum "Walters"	121	\$12.00	
Dwarf Fakahatchee Grass	136	\$12.00	\$1,632.00
Coontie	41	\$14.00	
		Subtotal	\$7,102.00
		Job Total	\$7,102.00

Plant replacements for aging and declining plant material throughout Whitfield park.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

Down to Earth
Landscape & Irrigation

04/06/2021

Date

Starkey Ranch
Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10L



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #7868

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Village 2 - Homestead Park	May 31, 2021	Gary L Hawkins	April 9, 2021

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Tree/Plant Installation			
Dwarf Fakahatchee Grass	130	\$13.00	\$1,690.00
Cordgrass	31	\$13.00	
Viburnum "Walters"	21	\$13.00	\$273.00
Muhly Grass	68	\$13.00	
Argentine Bahia Sod	3000	\$0.75	\$2,250.00
Blue Daze "Blue My Mind"	54	\$6.00	
		Subtotal	\$5,824.00
		Job Total	\$5,824.00

Plant replacements for aging and declining plant material throughout Homestead park including much needed turf replacements within the Dog park.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

04/07/2021

Down to Earth
Landscape & Irrigation

Date

Starkey Ranch

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

10M



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #4396

Customer Address

Pete Soety
2300 Glades Road
Boca Raton, Florida 33431
psoety@sunscapeconsulting.com
(407) 489-7919

Job Address

Starkey Ranch
2500 Heart Pine Ave
Odessa, FL 33556

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Village 2 - East Trail from Homestead Park.	May 31, 2021	Gary L Hawkins	April 9, 2021

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Tree/Plant Installation			
Ilex Shillings	115	\$13.00	\$1,495.00
Pine Straw	12	\$6.50	
Subtotal			\$1,573.00
Job Total			\$1,573.00

Village 2 - installation of plant material at each end cap and street crossings of the walking trail heading East of Homestead park.

Proposed By:

Agreed & Accepted By:

Gary L Hawkins

04/07/2021

Down to Earth
Landscape & Irrigation

Date

Starkey Ranch

Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.

TSR

COMMUNITY DEVELOPMENT DISTRICT

11A

TSR
FY 2021 Landscape Work Orders
As of 9/9/21

DTE (W/O)

Already Encumbered

#907/#908		
Restake trees Villages 3 & Publix	\$1,710	
RBK ground kits		
#27517		
Lyon & Chapin replant storm drain rpr	\$4,469	
#27052		
Jet in and restake a tree	\$95	
#27046		
Wild Grass/Long Spur replant sinkhole	\$1,383	
Chapman Tree Removals	\$2,075	
#24683		
Heart Pine & SR 54 Entry	\$2,345	
#25809		
LK Blanche #1	\$2,818	
LK Blanche #2	\$1,995	
Monroe Commons #3	\$0	
LK Blanche Median #4	\$1,699	
LG Spur W Med #5	\$0	
Welcome Center #6	\$0	
R&R Damaged Peanut #7	\$3,235	
Cunningham Pk #8	\$0	
Cunningham Park Mulch #9	\$0	
Cunningham Park Coquina Shell #10	\$0	
Long Spur W LS/IRR #11	\$0	
Whitfield Park LS/IRR #12	<u>\$1,333</u>	
	\$23,156	\$23,156
#25831		
Village 3 tree replace #17	\$3,150	
Nightstar Turf and Irr #18	\$565	
Starkey Blvd Entry Peanut/IRR #19	<u>\$3,285</u>	
	\$7,000	\$7,000
#27854		
Heart Pine 54 to Welcome Turf	\$2,300	
#28147		
Pine Trees Heart Pine S Park	\$600	
#28882		
Item #16 on sept inspection - pine	\$325	
#28883		
Turf dammage night star	\$740	\$3,965
#4393		
Village 2 Spring Enhancements	\$5,443	
#5723		
Nightstar Lift Station Damages	\$1,798	\$7,241
#8205		
Storm Damage Cleanup from 4/11/21	\$880	\$880
#8121		
Whitfield Preserve ROW turf replace	\$7,293	\$7,293
#5878		
E. side of Homestead Park (culvert area)	\$1,150	\$1,150
#10305		
Long Spur W R/R Golden Rod w CG's	\$2,638	\$2,638
#13006		
(Elsa) Storm Clean up	\$1,140	\$1,140
#9181		
Berrypick Trail Turf	\$3,430	
#15141		
Parcel B Tree Staking	\$3,040	
#9182		
Rail Spur and Fence Post Turf	\$11,550	
	<u>\$18,020</u>	\$18,020

\$72,482 Encumbered
\$72,482 VS Budget of **\$70K**

TSR CDD - Cost Analysis

FY 2021/22 Landscaping Accounts Financial Analysis
10.6.21

<u>Landscaping Accounts</u>							
Arbor Care	<u>Vendor</u>	<u>Ferti-care</u>	<u>Pruning</u>	<u>Total</u>	<u>Budget</u>	<u>Variance</u>	<u>Notes</u>
	Payne's		64,750.00	64,750.00	99,000.00	-34,250.00	
	Tri-County	29,655.00	68,685.00	98,340.00	99,000.00	-660.00	
	Davie Tree	64,500.00	51,000.00	115,500.00	99,000.00	16,500.00	

Mulch	<u>Vendor</u>	<u>Supply</u>	<u>Install</u>	<u>Total</u>	<u>Total per event</u>	<u>Budget</u>	<u>Variance</u>	
Performed twice annually	Everglades	2.98	2.57	5.55	94,128.00	155,000.00	(33,256.00)	
	Preferred	2.85	2.57	5.42	91,923.20	155,000.00	(28,846.40)	Preferred Pine Straw increased their pricing on 9.29.21. This total includes Preferred supply and Everglades install
	DTE		6.00	6.00	101,760.00	155,000.00	(48,520.00)	DTE Supply & Install
Supply/delivery surcharge					\$ 2,000			Preferred and Everglades charge on supply \$100 per truckload (10 truckloads per event)

Locations:

Bales

Lake Blanche Dr	464
Long Spur	2032
Homestead Park	508
Trails	1908
Heart Pine Ave	2904
Rangeland Blvd	1364
Berry Pick Trail	208
Barbour Trail	248
Cunningham Park	540
Monroe Commons	420
Night Star	600
Route 54	992
Long Spur	344
Range Land	528
Village II Down Town	550
Rangeland West	250
New Areas	500
Native Grass Cutback Areas	1500
Parcels A & B	<u>1100</u>
	16960
Bail Count Totals:	

TSR

COMMUNITY DEVELOPMENT DISTRICT

11B



“We take the *Payne* out of your site projects.”

TSR CDD
c/o Cleo Adams
9220 Bonita Beach Rd, Suite 214
Bonita, Springs, FL 34135
crismond@whhassociates.com

PES # 19-0604
August 18, 2021

Tree Pruning Services
Starkey Ranch comminute tree maintenance
Hwy 54 & Heart Pine Ave, Odessa, Pasco County

Payne's Environmental is pleased to submit our proposal for tree pruning services located at the above site. Per site visit and plans this proposal includes the following specific scope of work: Prune 480 trees on the above project. **Payne's Environmental performing a structural prune per ANSI 300 standards to promote better health & establish center stem of trees & branch structure**

Prune 293 Sycamores trees in right of ways & roundabouts on Rangeland Blvd.

- Elevate to 11' – 13' above grade not to exceed 50% of height of canopy
- Remove deadwood 2" plus dia.

Prune 11 oaks in Whitfield Park

Elevate to 10' above grade

- Tip prune for clearance for plants & pedestrians, center prune
- Remove deadwood 2" plus dia.

Prune 93 Sycamores & 83 Maples on Long Spur & entry to Heart Pine Ave.

- Elevate to 11' – 13' above grade not to exceed 50% of tree height of canopy
- Remove deadwood 2" plus dia.
- Cleanup & haul off all debris in all 3 areas

BID FOR THE ABOVE SCOPE OF WORK.....\$64,750

Includes: One Move on, equipment, personnel and apparatus,

Exclusions/Site conditions: construct stabilized entry, temp fencing or barricades or erosion control, bonds, surveys, traffic control or removal of any non-organic debris/hazardous waste/ID, no bucket truck or hand select clearing is quoted.

The above scope, specifications and conditions are acceptable to the customer. This price is good for 30 days. Customer/Agent requests company to access his/her property as described above. It is the customer's responsibility to obtain any permission or concession necessary to gain access to the property to do this work. Although the company will make considerable effort not to cause damage while working with equipment, customer acknowledges that he/she is ultimately responsible for any damage to underground utilities such as but not limited to septic systems, drain fields, cable lines, phone lines, internet lines, water pipes, sprinklers, French drains, low voltage electrical piping/wiring, etc. It is the customer's responsibility to clearly mark any utilities for the company. Customer agrees to indemnify and hold harmless the company of any damage to above mentioned facilities as well as wheel marks, ruts, sod or concrete/pavement damage. Stump grindings and saw dust will be left onsite. Concrete and non organic materials are not included but can be removed for an additional cost to the customer. This contract is made between Payne's Environmental service, LLC (The Company) and the customer/property owner/GC/owner/owner's agent, (The Customer). The work, methods, specification and pricing contained herein are accepted by the customer. Payment: By signing this contract the customer agrees that the balance is due 15 days after the project completion. In the event that the customer does not pay-in-full at project completion the debris remains the property of the customer and may be returned to the job site by the company until the balance is paid-in-full. The company does not extend credit to any customer. All payments will be made in cash, cashier's check, pre-approved check, or credit card. Any balance not paid net 30 will be considered past due. Past due balances will be subject to the highest legal rate of interest plus late charges monthly. Customer agrees to pay any legal bills incurred while trying to collect a debt.

Chris Frasher
Payne's Environmental Services, LLC

Authorized signature/date

TSR

COMMUNITY DEVELOPMENT DISTRICT

11C

Tri-County Tree & Landscaping, Inc.
 PO BOX 526
 Land O lakes, FL 34639 US
 813-362-5800
 tricountyland@aol.com
 www.tricountytrees.com

Estimate

ADDRESS
Wrathell, Hunt & Associates, LLC. Attn: Cleo Adams 9220 Bonita Beach Rd. Bonita Springs, FL 34135

SHIP TO
Wrathell, Hunt & Associates, LLC. Attn: Cleo Adams 9220 Bonita Beach Rd. Bonita Springs, FL 34135

ESTIMATE #	DATE	
2188	08/10/2021	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/10/2021	Arbor Care	Rangeland: Structural Pruning, thinning, cross branch removal of dead wood. Elevate to (11-13' where applicable)	293	140.00	41,020.00
08/10/2021	Arbor Care	Whitfield Park: Structural Pruning, thinning, cross branch removal of dead wood. Remove 75% of moss	11	275.00	3,025.00
08/10/2021	Arbor Care	Long Spur: Structural Pruning, thinning, cross branch removal of dead wood. Elevate to (11-13' where applicable)	176	140.00	24,640.00
08/10/2021	Fertilization / Soil Care	Deep Root Fertilization (arborgreenPro w/ biochar) November 2021 Service	223	25.00	5,575.00
08/10/2021	Soil Aeration	Perform Soil Aeration 3 Sections as referenced November 2021 Service	119	95.00	11,305.00
08/10/2021	Fertilization / Soil Care	Deep Root Fertilization (arborgreenPro w/ biochar) March 2022 Service Service @: Starkey Ranch	511	25.00	12,775.00

TOTAL

\$98,340.00

Accepted By

Accepted Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

11D



Client	Service Location	9/3/2021
TSR CDD Wrathell, Hunt & Associates LLC 9220 BONITA BEACH RD SE STE 214 Bonita Springs, FL 34135-4231	TSR CDD - STARKEY RANCH CDD 2500 HEART PINE AVE Odessa, FL 33556-3462 Home: (407) 841-5524 Work: (407) 841-5524 Fax: (407) 839-1526	Proposal #: 20071275-1630666887 Account #: 7890952 Ship To #: 7881408 Mobile: (239) 989-2939 Email: cleo.adams@whhassociates.com

Davey's patented Arbor Green - Pro for Deep Root Fertilization - works with nature to fertilize without burning or leaching, building stronger root systems and healthier foliage. Our advanced formula is applied by hydraulic injections directly into the root zone to ensure a gradual and uniform release resulting in healthier trees which naturally resist pests and disease. Please note that The Davey Tree Expert Company injects into the ground around the drip zone of the tree / plants and is not responsible for irrigation damage that has not been presented in the quote by the client.

Soil Aeration: Core drill 2" wide holes approximately 18"-24" deep on a grid pattern of 2.5' and backfill hole with large chip BioChar to help promote soil gas and nutrient exchange along decompaction of soil under critical root zone of trees as listed below. Work to be performed in grass and landscape bed areas as accessible and not in areas with gravel walkways.

Fertilization/SoilCare	Service Period	Price	Tax	Total
<input type="checkbox"/> Arbor GreenPro + Biochar (*) Deep Root Fertilization: Apply liquid fertilizer to the following areas: 1) Main Entrance/Heart Pine Ave and Publix Entrance - Sixty (60) Live Oaks to upper ~4"-10" of soil layer to the following trees along Heart Pine Ave - From Main Entrance up to Bridge to include medians, right of ways and parking lot of sales center along with one (1) Laurel Oak at Cattle Gap Trail by billboard 2) Rangeland Blvd - Between Long Pine to Heart Pine Traffic Circles in median and right of ways - Apply deep root fertilizer to fifty-six (56) Live Oaks in upper ~4"-10" of soil layer. 3) Rangeland Blvd - Apply deep root fertilizer to upper ~4"-10" of soil for fifty-four (54) Maples in roundabouts: Barbour (12), Berry Pick (12), Long Pine (15), Night Star (9), and Esplanade (6). Long Spur and Lake Blanche - Roundabout (6) Maples. 4) Heart Pine Park - Seventeen (17) Elms along Hitching St between sidewalk and street directly adjacent to park area and thirty-four (34) Oaks in park area and at medians surrounding traffic circle. 5) Live Oak along South Side of Rangeland Against Lake Just East of Esplanade. Soil Aeration - SECTION #1: Heart Pine Ave - Main Entrance - Perform soil aeration to fourteen (14) medium Live Oaks near traffic light. Six on each side of right of way and two in center median SECTION #2: Heart Pine Park - Perform soil aeration to seventeen (17) Elms along Hitching St between sidewalk and street directly adjacent to park area and thirty-four (34) Oaks in park area and at medians surrounding traffic circle SECTION #3: Rangeland Roundabouts - Rangeland Blvd - Perform soil aeration to fifty-four (54) Maples in roundabouts: Barbour (12), Berry Pick (12), Long Pine (15), Night Star (9), and Esplanade (6). Long Spur and Lake Blanche Ave - Roundabout (6).	November	\$12,000.00		\$12,000.00
<input type="checkbox"/> Arbor GreenPro + Biochar (*) Whitfield Park - Apply deep root fertilizer to upper ~4"-10" of soil layer and soil aeration to thirty-one (31) Maples at traffic approach islands and twelve (12) Oaks in park oval area	March	\$3,200.00		\$3,200.00
<input type="checkbox"/> Arbor GreenPro + Biochar (*) Rangeland - Right of Ways and Roundabouts - From Esplanade to Cattle Gap Trail - Deep Root Fertilize and Soil Aeration for two hundred and ninety-three (293) Sycamores.	March	\$16,000.00		\$16,000.00
<input type="checkbox"/> Arbor GreenPro + Biochar (*) Long Spur (from Rangeland to just East of Heart Pine Park) and Heart Pine (from main entry to Heart Pine Park) - Right of Ways and Roundabouts - Deep Root Fertilization and Soil Aeration to ninety-three (93) Sycamores (LS) and eight-three (83) Maples & Sycamores (HP)	March	\$9,600.00		\$9,600.00
<input type="checkbox"/> Arbor GreenPro + Biochar (*)	March	\$9,800.00		\$9,800.00



Client	Service Location	9/3/2021
TSR CDD Wrathell, Hunt & Associates LLC 9220 BONITA BEACH RD SE STE 214 Bonita Springs, FL 34135-4231	TSR CDD - STARKEY RANCH CDD 2500 HEART PINE AVE Odessa, FL 33556-3462 Home: (407) 841-5524 Work: (407) 841-5524 Fax: (407) 839-1526	Proposal #: 20071275-1630666887 Account #: 7890952 Ship To #: 7881408 Mobile: (239) 989-2939 Email: cleo.adams@whhassociates.com

Fertilization/SoilCare	Service Period	Price	Tax	Total
Cunningham Park - Deep Root Fertilization and Soil Aeration to the available grass and landscape/mulch beds for the following Oak stands: 1) Oaks directly West of Pavilion 2) Large Oak stand West of Parking Lot 3) Oaks directly around swing set area 4) Oak stand directly next to lakeside just West of swing set area 5) Oak stand North of Clubhouse across lake 6) Young Oaks in parking lot and along entry road from roundabout Note: Proposal is based off using developer/builder water meter/pump/spicket to fill application tanks				
<input type="checkbox"/> Arbor GreenPro + Biochar (*)	November	\$6,000.00		\$6,000.00
Cunningham Park - Deep Root Fertilization to the available grass and landscape/mulch beds for the following Oak stands: 1) Oaks directly West of Pavilion 2) Large Oak stand West of Parking Lot 3) Oaks directly around swing set area 4) Oak stand directly next to lakeside just West of swing set area 5) Oak stand North of Clubhouse across lake 6) Young Oaks in parking lot and along entry road from roundabout Note: Proposal is based off using developer/builder water meter/pump/spicket to fill application tanks				
<input type="checkbox"/> Arbor GreenPro + Biochar (*)	March	\$5,300.00		\$5,300.00
Homestead - Deep Root Fertilization and Soil Aeration - Not to include gravel/hardscape areas 1) North Oak by Pool Fence 2) Live Oak East Side by Gravel Path 3) Live Oak in Center of Park Area 4) Live Oak Southeast Corner of Park (with petrified limb on ground) 5) Live Oak along Fence South Perimeter Fence 6) Laurel Oaks (2) and Live Oaks (2) by Covered Pavilion and Swing Set Area 7) Magnolia at SW Corner of Park Area Note: Proposal includes use of developer/builders onsite water meter/pump/spicket to fill application tanks				
<input type="checkbox"/> Arbor GreenPro + Biochar (*)	November	\$2,600.00		\$2,600.00
Homestead - Deep Root Fertilization - Inject liquid fertilizer mix into soil layer ~4"-10" below grade for all available mulch and grass areas below drip line of the following trees - Not to include gravel/hardscape areas 1) North Oak by Pool Fence 2) Live Oak East Side by Gravel Path 3) Live Oak in Center of Park Area 4) Live Oak Southeast Corner of Park (with petrified limb on ground) 5) Live Oak along Fence South Perimeter Fence 6) Laurel Oaks (2) and Live Oaks (2) by Covered Pavilion and Swing Set Area 7) Magnolia at SW Corner of Park Area Note: Proposal includes use of developer/builders onsite water meter/pump/spicket to fill application tanks				

Total of All Services: **\$64,500.00** **\$64,500.00**
ALL INCLUSIVE DISCOUNT TOTAL \$59,340.00
MSP



Client	Service Location	Date
TSR CDD Wrathell, Hunt & Associates LLC 9220 BONITA BEACH RD SE STE 214 Bonita Springs, FL 34135-4231	TSR CDD - STARKEY RANCH CDD 2500 HEART PINE AVE Odessa, FL 33556-3462 Home: (407) 841-5524 Work: (407) 841-5524 Fax: (407) 839-1526	9/3/2021 Proposal #: 20071275-1630666887 Account #: 7890952 Ship To #: 7881408 Mobile: (239) 989-2939 Email: cleo.adams@whhassociates.com

Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.



Michael Provencher

Michael Provencher
 Tree Risk Assessor Qual. FL-5424A

 Authorizing Signature

 Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

11E



Client	Service Location	9/3/2021
TSR CDD Wrathell, Hunt & Associates LLC 9220 BONITA BEACH RD SE STE 214 Bonita Springs, FL 34135-4231	TSR CDD - STARKEY RANCH CDD 2500 HEART PINE AVE Odessa, FL 33556-3462 Home: (407) 841-5524 Work: (407) 841-5524 Fax: (407) 839-1526	Proposal #: 20071275-1630665809 Account #: 7890952 Ship To #: 7881408 Mobile: (239) 989-2939 Email: cleo.adams@whhassociates.com

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Pruning Rangeland - Right of Ways and Roundabouts - From Esplanade to Cattle Gap Trail - Perform Structural Canopy pruning for two hundred and ninety-three (293) Sycamores to define central leader by subordinating/removing competing stems, thin rubbing/crossing branches, remove dead/broken branches ~1.5" and greater in diameter, and elevate canopy to ~11'-13' above grade (not to exceed 50% of overall tree height) by removing/reducing select lower leads.	November	\$22,000.00		\$22,000.00
<input type="checkbox"/> Tree Pruning Whitfield Park - Prune eleven (11) Oaks in park area - For young Oaks define central leader, thin rubbing/crossing branches, and tip prune to for clearance of understory plants and pedestrian clearance. For larger Oaks prune to remove dead/broken branches ~1.5" and greater, thin interior suckers, remove weak/rubbing branches, and remove 75% or more of moss throughout canopy.	November	\$2,200.00		\$2,200.00
<input type="checkbox"/> Tree Pruning Long Spur (from Rangeland to just East of Heart Pine Park) and Heart Pine (from main entry to Heart Pine Park) - Right of Ways and Roundabouts - Perform Structural Canopy pruning for ninety-three (93) Sycamores (LS) and eight-three (83) Maples & Sycamores (HP) to define central leader by subordinating/removing competing stems, thin rubbing/crossing branches, remove dead/broken branches ~1.5" and greater in diameter, and elevate canopy to ~11'-13' above grade (not to exceed 50% of overall tree height) by removing/reducing select lower leads.	November	\$16,000.00		\$16,000.00
<input type="checkbox"/> Tree Pruning CUNNINGHAM PARK - Prune large Oaks in the following locations to remove 75% or more of large moss clumps, thin interior suckers, up to ~16' above grade, and remove dead branches ~2" and greater in diameter. For small/young Oaks in parking lot perform structural pruning to define central leader and thin out rubbing/crossing branches for better development of canopy. 1) Oaks directly West of Pavilion 2) Large Oak stand West of Parking Lot 3) Oaks directly around swing set area 4) Oak stand directly next to lakeside just West of swing set area 5) Oak stand North of Clubhouse across lake 6) Young Oaks in parking lot and along entry road from roundabout	November	\$6,500.00		\$6,500.00
<input type="checkbox"/> Tree Pruning Homestead Park Area - Prune the following trees to remove dead/broken branches ~2" and greater in diameter, selectively thin interior suckers, and tip prune canopies away from structures/houses to maintain clearance. 1) North Oak by Pool Fence 2) Live Oak East Side by Gravel Path 3) Live Oak in Center of Park Area 4) Live Oak Southeast Corner of Park (with petrified limb on ground) 5) Live Oak along Fence South Perimeter Fence 6) Laurel Oaks (2) and Live Oaks (2) by Covered Pavilion and Swing Set Area NOTE: All debris to be chipped and dumped on property in designated area per property manager	November	\$4,300.00		\$4,300.00

Total of All Services: \$51,000.00 **\$51,000.00**

Yes, please schedule the services marked above.

ALL INCLUSIVE DISCOUNT TOTAL: \$47,940.00



Client	Service Location	Date
TSR CDD Wrathell, Hunt & Associates LLC 9220 BONITA BEACH RD SE STE 214 Bonita Springs, FL 34135-4231	TSR CDD - STARKEY RANCH CDD 2500 HEART PINE AVE Odessa, FL 33556-3462 Home: (407) 841-5524 Work: (407) 841-5524 Fax: (407) 839-1526	9/3/2021 Proposal #: 20071275-1630665809 Account #: 7890952 Ship To #: 7881408 Mobile: (239) 989-2939 Email: cleo.adams@whhassociates.com

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

Michael Provencher



Michael Provencher
 Tree Risk Assessor Qual. FL-5424A

Authorizing Signature

Date

TSR

COMMUNITY DEVELOPMENT DISTRICT

11F



Everglades Pinestraw
5552 Tice Street
Fort Myers, FL, FL 33905

Estimate

ADDRESS

Starkey Ranch CDD
Wrathell, Hunt & Associates,
LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

SHIP TO

Starkey Ranch CDD
2500 Parkvine Avenue
Odessa, FL 3355

ESTIMATE # 1527

DATE 09/09/2021

PROJECT

Starkey Ranch CDD

INSTALLATION DATES

Fall / Winter 2021

DESCRIPTION	QTY	RATE	AMOUNT
Labor Only - Installed Bales of Pinestraw	15,610	2.57	40,117.70

Accounting@Evergladespinestraw.com
Office: 239-332-0015

TOTAL

\$40,117.70

Accepted By

Accepted Date

****Please note: We are able to accept credit card payments at a 4.5% service charge.****

TSR

COMMUNITY DEVELOPMENT DISTRICT

12

SERVICES CONTRACT

CUSTOMER NAME: TSR CDD - Cleo Adams, Wrathell, Hunt & Associates, LLC

PROPERTY NAME: Starkey Ranch CDD

CONTRACT EFFECTIVE DATE: August 31, 2021

SUBMITTED BY: Nick Viles

SPECIFICATIONS: Pond Maintenance Addendum - Four (4) New Sites

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and for the same period as the current Services Contract.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The Contract Addendum Price is **\$10,980.00**. SOLitude shall invoice Customer **\$915.00 per month** for the Services to be provided under this Agreement. The price indicated in this contract addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is an Addendum to an existing annual management program as described in the Schedule A attached, and shall remain in force and renew with the same terms and for the same time period as the existing contract.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

TSR CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

Specifications: Annual Pond Maintenance for Four (4) New Sites - 32.04 Total Acres - 15,692 Linear Feet. Site #'s B-1, 4-A, 4-B, and 5-A.



Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Erosion
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity

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- Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per week** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per week** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled

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through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per week** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.

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5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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The Starkey Ranch CDD - Aquatic Maintenance		
Bid Schedule Addendum		
9/1/2021 thru 8/31/2022 (Year 2)		
Description	ID #	12 Month Price
Lake	B-1	\$ 4585
Lake	4-A	\$ 2526
Lake	4-B	\$ 1822
Lake	5-A	\$ 2047
Total Addendum Price		\$ 10,980.00

TSR

COMMUNITY DEVELOPMENT DISTRICT

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**TSR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2021**

**TSR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2021**

	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 2015	Capital Projects Fund Series 2015A	Capital Projects Fund Series 2016	Capital Projects Fund Series 2017	Capital Projects Fund Series 2018	Capital Projects Fund Series 2019	Total Governmental Funds
ASSETS														
Cash	\$ 703,810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 703,810
Investments														
Revenue	-	473,754	294,482	447,765	479,005	254,802	26,162	-	-	-	-	-	-	1,975,970
Reserve	-	648,206	652,500	481,322	403,162	320,366	165,100	-	-	-	-	-	-	2,670,656
Prepayment	-	-	170	-	2,879	-	-	-	-	-	-	-	-	3,049
Construction	-	1	-	-	-	-	-	292,091	441	86	2	38,807	2,418,663	2,750,091
Undeposited funds	724	-	-	-	-	-	-	-	-	-	-	-	-	724
Due from Developer C	53,909	-	-	-	-	-	-	-	-	-	-	-	-	53,909
Due from Taylor Morrison of FL	284,728	-	55,842	-	-	-	65,053	-	-	-	-	-	-	405,623
Due from Homes by West Bay	91,531	-	-	-	34,371	57,396	-	-	-	-	-	-	-	183,298
Due from other	1,318	-	-	-	-	-	-	-	-	-	-	-	-	1,318
Utility deposit	1,500	-	-	-	-	-	-	-	-	-	-	-	-	1,500
Total assets	<u>\$1,137,520</u>	<u>\$1,121,961</u>	<u>\$1,002,994</u>	<u>\$ 929,087</u>	<u>\$ 919,417</u>	<u>\$632,564</u>	<u>\$256,315</u>	<u>\$292,091</u>	<u>\$ 441</u>	<u>\$ 86</u>	<u>\$ 2</u>	<u>\$ 38,807</u>	<u>\$2,418,663</u>	<u>\$ 8,749,948</u>
LIABILITIES														
Liabilities:														
Accounts payable	\$ 13,532	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,532
Credit card payable	1,216	-	-	-	-	-	-	-	-	-	-	-	-	1,216
Due to Developer	101,119	-	-	-	-	-	-	-	-	-	-	-	-	101,119
Contracts payable	-	-	-	-	-	-	-	-	-	-	-	-	627	627
Accrued taxes payable	122	-	-	-	-	-	-	-	-	-	-	-	-	122
Total liabilities	<u>115,989</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>627</u>	<u>116,616</u>
DEFERRED INFLOWS OF RESOURCES														
Unearned revenue	1,988	-	-	-	-	65,475	-	-	-	-	-	-	-	67,463
Deferred receipts	430,168	-	55,842	-	34,371	57,396	65,053	-	-	-	-	-	-	642,830
Total deferred inflows of resources	<u>432,156</u>	<u>-</u>	<u>55,842</u>	<u>-</u>	<u>34,371</u>	<u>122,871</u>	<u>65,053</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>710,293</u>
FUND BALANCES														
Assigned:														
Restricted for														
Debt service	-	1,121,961	947,152	929,087	885,046	509,693	191,262	-	-	-	-	-	-	4,584,201
Capital projects	-	-	-	-	-	-	-	292,091	441	86	2	38,807	2,418,036	2,749,463
Unassigned	589,375	-	-	-	-	-	-	-	-	-	-	-	-	589,375
Total fund balances	<u>589,375</u>	<u>1,121,961</u>	<u>947,152</u>	<u>929,087</u>	<u>885,046</u>	<u>509,693</u>	<u>191,262</u>	<u>292,091</u>	<u>441</u>	<u>86</u>	<u>2</u>	<u>38,807</u>	<u>2,418,036</u>	<u>7,923,039</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,137,520</u>	<u>\$1,121,961</u>	<u>\$1,002,994</u>	<u>\$ 929,087</u>	<u>\$ 919,417</u>	<u>\$632,564</u>	<u>\$256,315</u>	<u>\$292,091</u>	<u>\$ 441</u>	<u>\$ 86</u>	<u>\$ 2</u>	<u>\$ 38,807</u>	<u>\$2,418,663</u>	<u>\$ 8,749,948</u>

**TSR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 2,710,906	\$ 2,685,158	101%
Assessment levy - off-roll O&M	-	165,247	541,505	31%
Lot closing	2,457	24,731	-	N/A
Trash collection assessments	451	23,878	48,963	49%
Commercial shared costs	-	77,995	81,785	95%
Program revenue	1,358	25,789	15,000	172%
Interest	-	-	2,500	0%
Insurance proceeds	-	3,030	-	N/A
Miscellaneous	1,255	12,640	9,600	132%
Total revenues	<u>5,521</u>	<u>3,044,216</u>	<u>3,384,511</u>	90%
EXPENDITURES				
Professional & administrative				
Supervisors	431	3,445	-	N/A
Management	3,506	38,564	42,070	92%
Legal	8,139	41,749	30,000	139%
Engineering	13,954	30,954	5,000	619%
Assessment administration	833	9,167	10,000	92%
Audit	-	4,680	4,570	102%
Arbitrage rebate calculation	-	1,350	3,000	45%
Dissemination agent	1,083	11,917	13,000	92%
Trustee	-	30,978	26,937	115%
Telephone	21	229	250	92%
Postage	57	1,124	1,500	75%
Printing & binding	167	1,833	2,000	92%
Legal advertising	1,302	2,772	3,500	79%
Annual special district fee	-	175	175	100%
Insurance	-	5,810	5,668	103%
Credit card discount	-	343	-	N/A
Other current charges	92	1,837	3,500	52%
Office supplies	-	82	500	16%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	210	200	105%
Property appraiser	-	150	687	22%
Tax collector	-	54,377	55,941	97%
Total professional & administrative	<u>30,290</u>	<u>242,451</u>	<u>209,203</u>	116%
Field operations				
Contract services				
Field services	2,360	25,965	28,325	92%
Landscape maintenance	94,160	1,094,570	1,521,000	72%
Landscape consulting	8,500	46,750	51,000	92%
Landscape arbor care	-	14,400	20,000	72%
Wetland maintenance	-	19,250	24,168	80%
Wetland edge maintenance	-	-	8,248	0%
Wetland mitigation reporting	-	550	4,500	12%
Lake maintenance	7,827	86,097	94,000	92%
Community trash hauling	21,334	209,676	198,660	106%
Repairs & maintenance				
Repairs - general	5,212	11,839	15,000	79%

**TSR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Operating supplies	(1,690)	9,095	8,000	114%
Plant replacement	3,777	52,640	70,000	75%
Playground mulch	-	5,985	7,200	83%
Fertilizer/chemicals	-	14,200	15,000	95%
Irrigation repairs	3,113	30,327	30,000	101%
Irrigation monitoring	-	-	2,280	0%
Security/alarms/repair	212	2,205	1,000	221%
Road & sidewalk	3,019	7,462	15,000	50%
Common area signage	160	400	3,000	13%
Bridge & deck maintenance	-	34,156	30,000	114%
Pressure washing	-	-	3,000	0%
Utilities - common area				
Electric	1,814	11,243	9,000	125%
Streetlights	30,317	331,374	326,340	102%
Irrigation - reclaimed water	2,936	48,382	85,000	57%
Gas	25	294	350	84%
Recreation facilities				
Amenity management staff/contract	12,262	199,089	297,662	67%
Office supplies	121	2,288	1,000	229%
Janitorial	1,140	18,494	14,040	132%
Pool cleaning	1,195	22,095	26,280	84%
Pool repairs & maintenance	-	939	2,500	38%
Pool fence & gate	153	153	2,000	8%
Pool - electric	1,964	19,759	22,000	90%
Pool - water	1,170	8,353	10,000	84%
Pool permits	-	716	705	102%
Pest services	125	850	500	170%
Insurance	-	44,063	41,000	107%
Cable/internet/telephone	870	6,585	7,000	94%
Access cards	1,294	2,926	5,500	53%
Activities	669	22,585	28,000	81%
Program incentives	14,009	19,703	-	N/A
Recreational repairs	84	739	5,000	15%
Pool signage	-	759	1,000	76%
Holiday decorations	-	6,000	15,000	40%
Other				
Contingency	-	6	20,000	0%
Total field operations	<u>218,132</u>	<u>2,432,962</u>	<u>3,069,258</u>	79%
Total expenditures	<u>248,422</u>	<u>2,675,413</u>	<u>3,278,461</u>	82%
Net increase/(decrease) of fund balance	(242,901)	368,803	106,050	
Fund balance - beginning (unaudited)	832,276	220,572	-	
Fund balance - ending (projected)	<u>\$ 589,375</u>	<u>\$ 589,375</u>	<u>\$ 106,050</u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2015 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 666,342	\$ 662,901	101%
Interest	5	50	50	100%
Total revenues	<u>5</u>	<u>666,392</u>	<u>662,951</u>	101%
EXPENDITURES				
Debt service				
Principal - 11/1	-	185,000	185,000	100%
Principal prepayment	-	25,000	-	N/A
Interest - 11/1	-	229,144	229,147	100%
Interest - 5/1	-	225,156	225,794	100%
Tax collector	-	13,329	13,810	97%
Total expenditures	<u>-</u>	<u>677,629</u>	<u>653,751</u>	104%
Excess/(deficiency) of revenues over/(under) expenditures	5	(11,237)	9,200	
Beginning fund balance (unaudited)	<u>1,121,956</u>	<u>1,133,198</u>	<u>1,101,599</u>	
Ending fund balance (projected)	<u><u>\$1,121,961</u></u>	<u><u>\$1,121,961</u></u>	<u><u>\$1,110,799</u></u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2015A BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 513,203	\$ 510,550	101%
Assessment levy - off-roll	-	-	152,702	0%
Interest	4	43	-	N/A
Total revenues	<u>4</u>	<u>513,246</u>	<u>663,252</u>	77%
EXPENDITURES				
Debt service				
Principal - 11/1	-	165,000	165,000	100%
Interest - 11/1	-	241,750	241,750	100%
Interest - 5/1	-	238,244	238,244	100%
Tax collector	-	10,265	10,637	97%
Total expenditures	<u>-</u>	<u>655,259</u>	<u>655,631</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	4	(142,013)	7,621	
Beginning fund balance (unaudited)	<u>947,148</u>	<u>1,089,165</u>	<u>1,085,149</u>	
Ending fund balance (projected)	<u>\$ 947,152</u>	<u>\$ 947,152</u>	<u>\$1,092,770</u>	

\$ -

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2016 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 659,071	\$ 655,667	101%
Interest	3	40	-	N/A
Total revenues	<u>3</u>	<u>659,111</u>	<u>655,667</u>	101%
EXPENDITURES				
Debt service				
Principal - 11/1	-	190,000	190,000	100%
Interest - 11/1	-	225,125	225,125	100%
Interest - 5/1	-	221,800	221,800	100%
Tax collector	-	13,184	13,660	97%
Total expenditures	<u>-</u>	<u>650,109</u>	<u>650,585</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	3	9,002	5,082	
Beginning fund balance (unaudited)	<u>929,084</u>	<u>920,085</u>	<u>913,944</u>	
Ending fund balance (projected)	<u><u>\$ 929,087</u></u>	<u><u>\$ 929,087</u></u>	<u><u>\$ 919,026</u></u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2017 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 722,692	\$ 718,962	101%
Assessment levy - off-roll	-	-	97,366	0%
Lot closing	3,721	37,913	-	N/A
Interest	4	39	-	N/A
Total revenues	<u>3,725</u>	<u>760,644</u>	<u>816,328</u>	93%
EXPENDITURES				
Debt service				
Principal - 11/1	-	225,000	225,000	100%
Interest - 11/1	-	286,272	286,272	100%
Interest - 5/1	-	282,194	282,194	100%
Tax collector	-	14,458	14,978	97%
Total expenditures	<u>-</u>	<u>807,924</u>	<u>808,444</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	3,725	(47,280)	7,884	
Beginning fund balance (unaudited)	881,321	932,326	932,467	
Ending fund balance (projected)	<u>\$ 885,046</u>	<u>\$ 885,046</u>	<u>\$ 940,351</u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2018 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 392,274	\$ 390,252	101%
Assessment levy - off-roll	-	38,649	258,754	15%
Interest	2	24	-	N/A
Total revenues	<u>2</u>	<u>430,947</u>	<u>649,006</u>	66%
EXPENDITURES				
Debt service				
Principal - 11/1	-	155,000	155,000	100%
Interest - 11/1	-	240,822	240,822	100%
Interest - 5/1	-	237,722	237,722	100%
Tax collector	-	7,846	8,130	97%
Total expenditures	<u>-</u>	<u>641,390</u>	<u>641,674</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	2	(210,443)	7,332	
Beginning fund balance (unaudited)	<u>509,691</u>	<u>720,136</u>	<u>720,421</u>	
Ending fund balance (projected)	<u>\$ 509,693</u>	<u>\$ 509,693</u>	<u>\$ 727,753</u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2019 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ -	\$ 138,215	\$ 137,504	101%
Assessment levy - off-roll	-	-	195,501	0%
Interest	1	11	-	N/A
Total revenues	<u>1</u>	<u>138,226</u>	<u>333,005</u>	42%
EXPENDITURES				
Debt service				
Interest - 11/1	-	109,425	109,425	100%
Interest - 5/1	-	109,425	109,425	100%
Tax collector	-	2,765	2,865	97%
Total expenditures	<u>-</u>	<u>221,615</u>	<u>221,715</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1	(83,389)	111,290	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(1)	(8)	-	N/A
Total other financing sources/(uses)	<u>(1)</u>	<u>(8)</u>	<u>-</u>	N/A
Fund balance:				
Net increase/(decrease) in fund balance	-	(83,397)	111,290	
Beginning fund balance (unaudited)	191,262	274,659	274,850	
Ending fund balance (projected)	<u>\$191,262</u>	<u>\$ 191,262</u>	<u>\$ 386,140</u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2015 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 12
Total revenues	-	12
EXPENDITURES		
Debt service		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	12
Beginning fund balance (unaudited)	292,091	292,079
Ending fund balance (projected)	\$ 292,091	\$292,091

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2015A BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Beginning fund balance (unaudited)	441	441
Ending fund balance (projected)	\$ 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 AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Beginning fund balance (unaudited)	86	86
Ending fund balance (projected)	\$ 86	\$ 86

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2017 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
Beginning fund balance (unaudited)	<u>2</u>	<u>2</u>
Ending fund balance (projected)	<u><u>\$ 2</u></u>	<u><u>\$ 2</u></u>

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2018 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 2
Total revenues	-	2
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	2
Beginning fund balance (unaudited)	38,807	38,805
Ending fund balance (projected)	\$ 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 AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 10	\$ 146
Total revenues	10	146
EXPENDITURES		
Capital outlay - construction	627	924,983
Total expenditures	627	924,983
Excess/(deficiency) of revenues over/(under) expenditures	(617)	(924,837)
OTHER FINANCING SOURCES/(USES)		
Transfers in	1	8
Total other financing sources/(uses)	1	8
Net change in fund balance	(616)	(924,829)
Beginning fund balance (unaudited)	2,418,652	3,342,865
Ending fund balance (projected)	\$2,418,036	\$2,418,036

TSR CDD Check Detail August 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Deposit		08/09/2021		101.002 · Suntrust #57080- O...		
TOTAL					0.00	0.00
Check	0	08/02/2021	PASCO COUNTY UTILITIES ...	101.002 · Suntrust #57080- O...		-509.75
				156.001 · Deposit	-450.00	450.00
				536.301 · Irrigation - Reclaimed...	-59.75	59.75
TOTAL					-509.75	509.75
Check	0	08/02/2021	PASCO COUNTY UTILITIES ...	101.002 · Suntrust #57080- O...		-509.75
				156.001 · Deposit	-450.00	450.00
				536.301 · Irrigation - Reclaimed...	-59.75	59.75
TOTAL					-509.75	509.75
Check	0	08/02/2021	PASCO COUNTY UTILITIES ...	101.002 · Suntrust #57080- O...		-509.75
				156.001 · Deposit	-450.00	450.00
				536.301 · Irrigation - Reclaimed...	-59.75	59.75
TOTAL					-509.75	509.75
Check	0	08/02/2021	PASCO COUNTY UTILITIES ...	101.002 · Suntrust #57080- O...		-8.25
				536.301 · Irrigation - Reclaimed...	-8.25	8.25
TOTAL					-8.25	8.25
Bill Pmt -Check	0	08/04/2021	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O...		-224.57
Bill	081855702072521	08/03/2021		572.416 · Amenity Cable/Internet	-224.57	224.57
TOTAL					-224.57	224.57
Bill Pmt -Check	0	08/04/2021	FEDEX	101.002 · Suntrust #57080- O...		-19.28
Bill	7-456-64693	08/03/2021		519.410 · Postage	-9.64	9.64
Bill	7-448-74963	08/03/2021		519.410 · Postage	-9.64	9.64
TOTAL					-19.28	19.28

TSR CDD
Check Detail
August 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	0	08/04/2021	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-100.93
				204.300 · Credit Card - SunTrust	-100.93	100.93
TOTAL					-100.93	100.93
Check	0	08/11/2021	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-888.92
				204.300 · Credit Card - SunTrust	-888.92	888.92
TOTAL					-888.92	888.92
Bill Pmt -Check	0	08/11/2021	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O...		-270.94
Bill	075551201080821	08/10/2021		572.416 · Amenity Cable/Internet	-152.97	152.97
Bill	075642404080621	08/10/2021		572.416 · Amenity Cable/Internet	-117.97	117.97
TOTAL					-270.94	270.94
Bill Pmt -Check	0	08/18/2021	CITY OF CLEARWATER	101.002 · Suntrust #57080- O...		-25.00
Bill	4224446 081321	08/17/2021		532.306 · Propane Services - G...	-23.05	23.05
				532.306 · Propane Services - G...	-1.95	1.95
TOTAL					-25.00	25.00
Bill Pmt -Check	0	08/18/2021	FEDEX	101.002 · Suntrust #57080- O...		-27.98
Bill	7-470-40898	08/17/2021		519.410 · Postage	-27.98	27.98
TOTAL					-27.98	27.98
Check	0	08/18/2021	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-994.25
				204.300 · Credit Card - SunTrust	-994.25	994.25
TOTAL					-994.25	994.25
Bill Pmt -Check	10514	08/04/2021	ARETE INDUSTRIES	101.002 · Suntrust #57080- O...		-150.00
Bill	CS/2021/7076	08/03/2021		538.602 · Roads & Sidewalk M...	-150.00	150.00
TOTAL					-150.00	150.00

TSR CDD
Check Detail
August 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10515	08/04/2021	DOWN TO EARTH LANDSCA...	101.002 · Suntrust #57080- O...		-1,140.00
Bill	INV102279	08/03/2021		538.651 · Replace Plants, Shru...	-1,140.00	1,140.00
TOTAL					-1,140.00	1,140.00
Bill Pmt -Check	10516	08/04/2021	DUKE ENERGY	101.002 · Suntrust #57080- O...		-5,780.62
Bill	35482 86249 072621	08/03/2021		531.301 · Electric	-17.49	17.49
Bill	03574 20270 072621	08/03/2021		531.301 · Electric	-15.64	15.64
Bill	07012 32322 072621	08/03/2021		531.301 · Electric	-17.35	17.35
Bill	03433 33344 072621	08/03/2021		531.301 · Electric	-16.75	16.75
Bill	34412 09395 072621	08/03/2021		531.301 · Electric	-16.13	16.13
Bill	23721 96455 072621	08/03/2021		531.301 · Electric	-36.45	36.45
Bill	32407 46377 080221	08/03/2021		531.307 · Street Lights	-1,689.49	1,689.49
Bill	08684 70197 080221	08/03/2021		531.307 · Street Lights	-971.48	971.48
Bill	12019 31018 080221	08/03/2021		531.307 · Street Lights	-1,911.99	1,911.99
Bill	22501 23170 072621	08/03/2021		531.301 · Electric	-34.10	34.10
Bill	66560 12418 072621	08/03/2021		531.301 · Electric	-16.13	16.13
Bill	67926 28129 072621	08/03/2021		531.307 · Street Lights	-16.75	16.75
Bill	67252 38279 072621	08/03/2021		531.301 · Electric	-17.24	17.24
Bill	66135 11154 072621	08/03/2021		531.301 · Electric	-15.88	15.88
Bill	58509 01259 072621	08/03/2021		531.301 · Electric	-17.35	17.35
Bill	39890 84105 072621	08/03/2021		531.301 · Electric	-44.08	44.08
Bill	56207 55450 072621	08/03/2021		531.301 · Electric	-17.24	17.24
Bill	50266 85197 072621	08/03/2021		531.301 · Electric	-17.49	17.49
Bill	47288 74033 072621	08/03/2021		531.301 · Electric	-16.25	16.25
Bill	71609 67365 080221	08/03/2021		531.307 · Street Lights	-722.62	722.62
Bill	76385 82310 072721	08/03/2021		531.301 · Electric	-15.03	15.03
Bill	39137 39324 072621	08/03/2021		531.301 · Electric	-18.10	18.10
Bill	80076 07176 072621	08/03/2021		531.301 · Electric	-15.64	15.64
Bill	79711 52554 072621	08/03/2021		531.301 · Electric	-17.35	17.35
Bill	39845 33345 072821	08/03/2021		531.301 · Electric	-17.24	17.24
Bill	79567 66525 0726021	08/03/2021		531.301 · Electric	-17.24	17.24
Bill	82589 06300 072921	08/03/2021		531.301 · Electric	-17.63	17.63
Bill	90865 24539 072621	08/03/2021		531.301 · Electric	-16.87	16.87
Bill	88479 04150 072621	08/03/2021		531.301 · Electric	-17.62	17.62
TOTAL					-5,780.62	5,780.62
Bill Pmt -Check	10517	08/04/2021	EARTHSCAPE PLAY INC.	101.002 · Suntrust #57080- O...		-3,368.80
Bill	686	08/03/2021		538.601 · General Repair & Mai...	-3,368.80	3,368.80
TOTAL					-3,368.80	3,368.80

TSR CDD
Check Detail
August 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10518	08/04/2021	STRANGE ZONE, INC.	101.002 · Suntrust #57080- O...		-704.99
Bill	2021-0065	08/03/2021		513.906 · Website Hosting and ...	-704.99	704.99
TOTAL					-704.99	704.99
Bill Pmt -Check	10519	08/04/2021	SUNCOAST POOL SERVICE	101.002 · Suntrust #57080- O...		-1,195.00
Bill	7515	08/03/2021		572.712 · Pool Maintenance	-1,195.00	1,195.00
TOTAL					-1,195.00	1,195.00
Bill Pmt -Check	10520	08/04/2021	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O...		-2,792.10
Bill	12319808	08/03/2021		538.121 · Amenity Management	-27.50	27.50
Bill	12319538	08/03/2021		538.122 · Program Incentives	-2,764.60	2,764.60
TOTAL					-2,792.10	2,792.10
Bill Pmt -Check	10521	08/11/2021	ARETE INDUSTRIES	101.002 · Suntrust #57080- O...		-565.00
Bill	S015365	08/10/2021		538.602 · Roads & Sidewalk M...	-565.00	565.00
TOTAL					-565.00	565.00
Bill Pmt -Check	10522	08/11/2021	FLORIDA STATE FENCE	101.002 · Suntrust #57080- O...		-1,843.50
Bill	137593	08/10/2021		538.601 · General Repair & Mai...	-1,843.50	1,843.50
TOTAL					-1,843.50	1,843.50
Bill Pmt -Check	10523	08/11/2021	HOPPING, GREEN & SAMS	101.002 · Suntrust #57080- O...		-4,692.00
Bill	124211	08/10/2021		514.007 · District Counsel	-4,692.00	4,692.00
TOTAL					-4,692.00	4,692.00
Bill Pmt -Check	10524	08/11/2021	SOLITUDE LAKE MANAGEM...	101.002 · Suntrust #57080- O...		-7,827.00
Bill	PI-A00649716	08/10/2021		538.700 · Lake Maintenance	-7,827.00	7,827.00
TOTAL					-7,827.00	7,827.00

**TSR CDD
Check Detail
August 2021**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10525	08/11/2021	SOUTHERN CARE LAWN AN...	101.002 · Suntrust #57080- O...		-125.00
Bill	11589	08/10/2021		539.600 · Pest Services	-125.00	125.00
TOTAL					-125.00	125.00
Bill Pmt -Check	10526	08/11/2021	SUNSCAPE CONSULTING	101.002 · Suntrust #57080- O...		-4,250.00
Bill	9725	08/10/2021		538.606 · Landscape Consulting	-4,250.00	4,250.00
TOTAL					-4,250.00	4,250.00
Bill Pmt -Check	10527	08/11/2021	WRATHELL, HUNT & ASSOC...	101.002 · Suntrust #57080- O...		-7,970.42
Bill	2019-2609	08/10/2021		513.100 · District Management	-3,505.84	3,505.84
				513.310 · Assessment Roll Pre...	-833.33	833.33
				513.312 · Dissemination Agent	-1,083.33	1,083.33
				538.120 · Field Services	-2,360.42	2,360.42
				519.411 · Telephone	-20.83	20.83
				519.470 · Printing and Binding	-166.67	166.67
TOTAL					-7,970.42	7,970.42
Bill Pmt -Check	10528	08/11/2021	DUKE ENERGY	101.002 · Suntrust #57080- O...		-17,137.82
Bill	49768 33391 080921	08/10/2021		531.301 · Electric	-22.32	22.32
Bill	28311 99549 080421	08/10/2021		531.321 · Electric - Pool	-945.17	945.17
Bill	28311 99549 070621	08/10/2021		531.321 · Electric - Pool	-963.24	963.24
Bill	25302 87580 080321	08/10/2021		531.307 · Street Lights	-13,120.39	13,120.39
Bill	57358 60497 080621	08/10/2021		531.307 · Street Lights	-838.46	838.46
Bill	32983 74476 080321	08/10/2021		531.307 · Street Lights	-0.78	2,646.75
Bill	77814 90012 080621	08/10/2021		531.307 · Street Lights	-295.50	295.50
Bill	94079 47594 070621	08/10/2021		531.301 · Electric	-503.23	503.23
Bill	89815 17513 080921	08/10/2021		531.321 · Electric - Pool	-55.87	967.42
Bill	94079 47594 080421	08/10/2021		531.301 · Electric	-392.86	392.86
TOTAL					-17,137.82	20,695.34

**TSR CDD
Check Detail
August 2021**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Paycheck	10529	08/12/2021	Jason Silber	101.002 · Suntrust #57080- O...		-184.70
				511.110 · Supervisor's Fees	-200.00	200.00
				511.110 · Supervisor's Fees	-12.40	12.40
				215.000 · Accrued Taxes Paya...	12.40	-12.40
				215.000 · Accrued Taxes Paya...	12.40	-12.40
				511.110 · Supervisor's Fees	-2.90	2.90
				215.000 · Accrued Taxes Paya...	2.90	-2.90
				215.000 · Accrued Taxes Paya...	2.90	-2.90
TOTAL					-184.70	184.70
Paycheck	10530	08/12/2021	Mary E Comella	101.002 · Suntrust #57080- O...		-184.70
				511.110 · Supervisor's Fees	-200.00	200.00
				511.110 · Supervisor's Fees	-12.40	12.40
				215.000 · Accrued Taxes Paya...	12.40	-12.40
				215.000 · Accrued Taxes Paya...	12.40	-12.40
				511.110 · Supervisor's Fees	-2.90	2.90
				215.000 · Accrued Taxes Paya...	2.90	-2.90
				215.000 · Accrued Taxes Paya...	2.90	-2.90
TOTAL					-184.70	184.70
Bill Pmt -Check	10531	08/18/2021	COUNTY SANITATION	101.002 · Suntrust #57080- O...		-21,333.60
Bill	18100913	08/17/2021		534.000 · Garbage/Solid Waste...	-209.00	209.00
Bill	18100912	08/17/2021		534.000 · Garbage/Solid Waste...	-21,124.60	21,124.60
TOTAL					-21,333.60	21,333.60
Bill Pmt -Check	10532	08/18/2021	DUKE ENERGY	101.002 · Suntrust #57080- O...		-9,084.85
Bill	01943 81210 081221	08/17/2021		531.307 · Street Lights	-2,561.91	2,561.91
Bill	54597 97520 081221	08/17/2021		531.307 · Street Lights	-736.37	736.37
Bill	05020 44162 081321	08/17/2021		531.307 · Street Lights	-501.24	501.24
Bill	04958 52241 081021	08/17/2021		531.307 · Street Lights	-1,382.96	1,382.96
Bill	81265 66398 081221	08/17/2021		531.307 · Street Lights	-3,902.37	3,902.37
TOTAL					-9,084.85	9,084.85

**TSR CDD
Check Detail
August 2021**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10533	08/18/2021	HEIDT DESIGN	101.002 · Suntrust #57080- O...		-13,953.75
Bill	41135	08/17/2021		519.320 · Engineering	-13,953.75	13,953.75
TOTAL					-13,953.75	13,953.75
Bill Pmt -Check	10534	08/18/2021	PASCO COUNTY UTILITIES ...	101.002 · Suntrust #57080- O...		-3,918.92
Bill	15332242	08/17/2021		536.301 · Irrigation - Reclaimed...	-42.00	42.00
Bill	15333192	08/17/2021		536.301 · Irrigation - Reclaimed...	-3.50	3.50
Bill	15332243	08/17/2021		536.301 · Irrigation - Reclaimed...	-77.70	77.70
Bill	15332244	08/17/2021		536.301 · Irrigation - Reclaimed...	-21.00	21.00
Bill	15333193	08/17/2021		536.301 · Irrigation - Reclaimed...	-222.60	222.60
Bill	15333194	08/17/2021		536.301 · Irrigation - Reclaimed...	-147.70	147.70
Bill	15333195	08/17/2021		536.301 · Irrigation - Reclaimed...	-7.70	7.70
Bill	15333223	08/17/2021		536.301 · Irrigation - Reclaimed...	-140.00	140.00
Bill	15333224	08/17/2021		536.301 · Irrigation - Reclaimed...	-56.70	56.70
Bill	15333225	08/17/2021		536.301 · Irrigation - Reclaimed...	-245.70	245.70
Bill	15332233	08/17/2021		536.301 · Irrigation - Reclaimed...	-18.20	18.20
Bill	15332232	08/17/2021		536.301 · Irrigation - Reclaimed...	-37.80	37.80
Bill	15332234	08/17/2021		536.301 · Irrigation - Reclaimed...	-1.40	1.40
Bill	15332236	08/17/2021		536.321 · Utility service - Pool	-366.32	366.32
Bill	15332235	08/17/2021		536.301 · Irrigation - Reclaimed...	-164.54	164.54
Bill	15332238	08/17/2021		536.301 · Irrigation - Reclaimed...	-105.70	105.70
Bill	15332237	08/17/2021		536.301 · Irrigation - Reclaimed...	-187.60	187.60
Bill	15332231	08/17/2021		536.321 · Utility service - Pool	-804.17	804.17
Bill	15332230	08/17/2021		536.301 · Irrigation - Reclaimed...	-9.99	9.99
Bill	15332229	08/17/2021		536.301 · Irrigation - Reclaimed...	-58.10	58.10
Bill	15332217	08/17/2021		536.301 · Irrigation - Reclaimed...	-146.30	146.30
Bill	15332218	08/17/2021		536.301 · Irrigation - Reclaimed...	-200.20	200.20
Bill	15332220	08/17/2021		536.301 · Irrigation - Reclaimed...	-102.20	102.20
Bill	15332219	08/17/2021		536.301 · Irrigation - Reclaimed...	-75.60	75.60
Bill	15332221	08/17/2021		536.301 · Irrigation - Reclaimed...	-25.90	25.90
Bill	15332222	08/17/2021		536.301 · Irrigation - Reclaimed...	-46.20	46.20
Bill	15332224	08/17/2021		536.301 · Irrigation - Reclaimed...	-190.40	190.40
Bill	15332227	08/17/2021		536.301 · Irrigation - Reclaimed...	-126.00	126.00
Bill	15332226	08/17/2021		536.301 · Irrigation - Reclaimed...	-101.50	101.50
Bill	15332225	08/17/2021		536.301 · Irrigation - Reclaimed...	-53.20	53.20
Bill	15332228	08/17/2021		536.301 · Irrigation - Reclaimed...	-133.00	133.00
TOTAL					-3,918.92	3,918.92

TSR CDD
Check Detail
August 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10535	08/18/2021	TIGER PRINTING GROUP	101.002 · Suntrust #57080- O...		-1,390.00
Bill	081221-1	08/17/2021		538.602 · Roads & Sidewalk M...	-1,390.00	1,390.00
TOTAL					-1,390.00	1,390.00
Bill Pmt -Check	10536	08/25/2021	DOWN TO EARTH LANDSCA...	101.002 · Suntrust #57080- O...		-96,797.17
Bill	INV103421	08/24/2021		538.604 · Landscape Maintena...	-94,159.67	94,159.67
Bill	INV103621	08/24/2021		538.651 · Replace Plants, Shru...	-2,637.50	2,637.50
TOTAL					-96,797.17	96,797.17
Bill Pmt -Check	10537	08/25/2021	DUKE ENERGY	101.002 · Suntrust #57080- O...		-1,647.47
Bill	75898 62249 081821	08/24/2021		531.307 · Street Lights	-1,647.47	1,647.47
TOTAL					-1,647.47	1,647.47
Bill Pmt -Check	10538	08/25/2021	SECURITEAM INC	101.002 · Suntrust #57080- O...		-1,506.28
Bill	11239072921	08/24/2021		572.907 · Security System	-212.50	212.50
Bill	11308081621	08/24/2021		529.306 · Access Cards	-228.78	228.78
Bill	11299081221	08/24/2021		529.306 · Access Cards	-1,065.00	1,065.00
TOTAL					-1,506.28	1,506.28
Bill Pmt -Check	10539	08/25/2021	TIMES PUBLISHING COMPA...	101.002 · Suntrust #57080- O...		-150.50
Bill	0000175948	08/24/2021		513.801 · Legal Advertising	-150.50	150.50
TOTAL					-150.50	150.50
Bill Pmt -Check	10540	08/25/2021	TRINITY HOUSEKEEPERS	101.002 · Suntrust #57080- O...		-1,140.00
Bill	83568	08/24/2021		572.301 · Janitorial Service	-1,140.00	1,140.00
TOTAL					-1,140.00	1,140.00

**TSR CDD
Check Detail
August 2021**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10541	08/25/2021	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O...		-23,479.40
Bill	112319937	08/24/2021		538.121 · Amenity Management	-3,381.25	3,381.25
Bill	12320824	08/24/2021		538.121 · Amenity Management	-847.00	847.00
Bill	12320898	08/24/2021		538.121 · Amenity Management	-8,006.75	8,006.75
Bill	12321057	08/24/2021		538.122 · Program Incentives	-6,271.00	6,271.00
Bill	12321058	08/24/2021		538.122 · Program Incentives	-4,973.40	4,973.40
TOTAL					-23,479.40	23,479.40

TSR

COMMUNITY DEVELOPMENT DISTRICT

19

1 **MINUTES OF MEETING**
2 **TSR**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 The Board of Supervisors of the TSR Community Development District held multiple
6 Public Hearings and a Regular Meeting on September 8, 2021, at 5:00 p.m., at Cunningham
7 Park, 12131 Rangeland Boulevard, Odessa, Florida 33556.

8 **Present were:**
9

10 Mike Liquori	Chair
11 Matt Call	Vice Chair
12 Mary Comella	Assistant Secretary
13 Jason Silber	Assistant Secretary
14 Tim Green (via telephone)	Assistant Secretary

15
16 **Also present were:**
17

18 Chuck Adams	District Manager
19 Cleo Adams	Assistant District Manager
20 Alyssa Willson	District Counsel
21 Brian Wilkes (via telephone)	District Engineer
22 Renee Hlebak	WTS Starkey Ranch Lifestyle Director
23 Alex Murphy	WTS Starkey Ranch Operations Director
24 Mark Yahn	SunScape Consulting, Inc. (SCI)
25 Jason West	Down to Earth Landscape & Irrigation (DTE)
26 Gary Hawkins	Down to Earth Landscape & Irrigation (DTE)
27 Drew Miller	Esplanade HOA Board Member & Taylor Morrison Employee

28
29
30 **Residents present in person were:**
31

32 Leah Louzon	David Cox	Bob Wood	Robin Regland
33 Mike Hughes	Alberto Cassola	Linda Cassola	Roger Holman
34 Dave Deenihan	Ray Celisa	Robbie Wallis	Jack Leason
35 Bill Schumacher	Javier Valdez	Ben Devivo	Jim Ciadella
36 Devon Higher	John Baca	Maria Weiser	Kurt Naser
37 Drew Miller	Linda Reed	Linda Deenihan	Matt Mohr
38 Roberto Carvajal	Elena Devor	Roger Holman	Jamie Duncan
39 Bob Fluen	Mike Hudak	Karen _____	Other Residents

40
41
42 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

43
44 Mr. Adams called the meeting to order at 5:07 p.m. Supervisors Liquori, Call, Comella
45 and Silber were present, in person. Supervisor Green was attending via telephone.

46 Mr. Liquori thanked the homeowners for attending and invited them to attend future
47 meetings. He noted that budget discussions were held in prior meetings and that most
48 attending were from Esplanade, because those assessments were increasing. He stated that the
49 Board determined that all homeowners receive the same benefits and; therefore, could not
50 justify continuing to have the Esplanade property owner assessments be at 75% equivalency.
51 He also acknowledged reading homeowner emails that were submitted to Management
52 wherein concerns were raised about Esplanade assessments increasing; however, none of the
53 comments provided any solid justification as to how Esplanade property owners receive any
54 less benefit than anyone else in the community. He recommended that, during public
55 comments, homeowners provide suggestions of ways to reduce the budget.

56 Mr. Silber noted that the homeowner emails suggested that the Esplanade community
57 does not have a representative on the Board, which he felt was untrue, as the Board Members
58 are equally responsible to provide for all of the neighborhoods, to the best of their ability. He
59 pointed out that residents from all neighborhoods have the ability to run for a seat on the
60 Board, through the County Supervisor of Elections Office.

61 Mr. Call reiterated Mr. Liquori's request for homeowners to provide suggestions of ways
62 to reduce the overall budget, during public comments.

63

64 **SECOND ORDER OF BUSINESS**

Public Comments [3 minutes per person]

65

66 The following is a summation of public comments and corresponding response.

67 ➤ **Question:** A resident asked if Starkey Ranch was a neighborhood Board as someone in
68 the HOA said it was not. **Response:** Two homeowners currently hold a seat on the Board; two
69 other Developer seats will transition to homeowners in November 2022.

70 Discussion ensued regarding Florida Statutes and criteria required to transition to the
71 General Election process.

72 ➤ **Landscape Maintenance Question:** Resident David Cox asked who to contact to gain
73 leverage to get the Developer to maintain the common area at the Bonfire Whitfield Preserve
74 and asked why are they not being maintained like the rest of the communities.

75 **Response:** Mr. Cox was directed to contact the major Developer, as that parcel has not
76 been turned over to the CDD yet. It was noted that, before the CDD would accept conveyance,
77 the Developer would be required to bring it up to the CDD's standards.

78 Esplanade Resident Robin Regland asked if the boundaries include the common areas
79 and why they were not being maintained like the rest of the communities.

80 Response: It was noted that the HOA maintains certain areas deemed private property.

81 ➤ **Roadside Maintenance Question:** Resident Bob Wood asked who is responsible for
82 maintaining the road side of the fence, on Lake Blanche to the park, which has not been mowed
83 or maintained since the school opened, and the lot behind the library. He asked if the CDD,
84 school or library is responsible.

85 ➤ **Landscape Consulting Firm Question:** Resident Mike Hughes asked for the scope of
86 work performed by the Landscape Consulting firm.

87 Response: Mr. Adams introduced Mr. Yahn with SCI who manages Down-to-Earth (DTE).

88 Mr. Yahn discussed his experience, noted that his firm wrote the landscape program for
89 the property in 2016 and prepared the Request for Proposals (RFP). He explained the services
90 provided to the CDD and the frequency. He stated that, as regular herbicides cannot be used,
91 Management and DTE are making every effort to keep the weeds away and noted that some
92 materials are mistaken for weeds. He toured the community and observed that areas are
93 looking much better. He discussed the landscape staffing shortage due to the COVID-19
94 pandemic. Mr. Yahn introduced DTE representatives in attendance.

95 Residents were asked to email questions and concerns to Mr. and Mrs. Adams and
96 submit work orders through the CDD website. It was noted that the link is included in the
97 Welcome Center emails.

98 Resident Roger Holman asked when the SunScapes account was competitively bid and
99 why Ms. Comella dissented the assessment increase across the Board. Ms. Comella voiced her
100 opinion that a deal was made and going back on it would be unfair, although she felt the “deal”
101 should not have been made. Ms. Willson clarified that there was no agreement; it was just the
102 prior Board, in 2016, adopting the assessment allocation.

103 Referring to a public records request, Mr. Adams stated he researched the documents
104 and could only find a mention of this from the 2015 minutes, during the annual budget process.
105 The SunScapes contract is negotiated every year. Ms. Comella discussed touring the community
106 and observing SunScapes’ detailed process.

107 Resident Dave Deenihan asked for clarification of detailed services costs. He felt that
108 pool resurfacing should be under warranty. He asked about the cost of off-duty police officers.

109 Resident Ray Celisa asked how budget items are put in place. Response: The Fiscal Year
110 2022 budget will be adopted tonight and that draft budgets have been discussed since June;
111 further discussions will occur during the budget adoption.

112 Resident Robbie Wallis asked if the current Board Members were on the Board when
113 the 25% reduction was put in place. Response: There was no “agreement”, the reduction
114 occurred when the budget was previously established and, at that time, that Board believed it
115 was fair for that particular year.

116 Resident Jack Leason observed that the sod aesthetic at the back gate, off 54, differed
117 from other communities. Response: The area will be replaced with another material this year.

118 Resident Bill Schumacher asked about the expected final build-out of Starkey Ranch. It
119 was noted that there would be 2,598 residences; the number remaining was unknown. Mr.
120 Schumacher asked if Lake Blanch Road would be completed when the school opens. Response:
121 Lake Blanch Road would be completed and include a traffic signal; it would be deemed a County
122 road located outside the CDD boundaries.

123 Mr. Holman asked if the CDD is complying with Florida Statue 190.033, 190-035(3)
124 related to bids required, fees and rental charges to minimal rental requirements. Mr. Adams
125 and Ms. Willson replied affirmatively.

126 A resident asked when the wood bridge on Rangeland Road would be repaired. It was
127 noted that the contractor has gone through two cycles of board replacement and the work was
128 being done in piece meal until construction is completed, then alternative products would be
129 selected. The resident asked if homeowners can receive a rebate by returning their Starkey
130 Ranch identification cards that they do not use. Response: Since the CDD funded the facilities,
131 it cannot prohibit access.

132 Resident Devon Higher asked if the CDD can use the Welcome Center for office space
133 and whether the Board can approve the overall budget but not each line item, while they
134 continue negotiations with the homeowners. Response: The CDD does not own the Welcome
135 Center and the budget is conceptual.

136

137 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

138

139

140 **A. Proof/Affidavit of Publication**

141 The affidavit of publication was included for informational purposes.

142 **B. Consideration of Resolution 2021-08, Relating to the Annual Appropriations and**
143 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending**
144 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
145 **Date**

146 Mr. Adams stated that the proposed Fiscal Year 2022 was the same version presented at
147 the last meeting. He highlighted previous changes to line items and explained the reason for
148 the adjustments. Discussion ensued regarding obtaining subsequent proposals for Landscape
149 Arbor Care and concerns that the scopes of work were not the same. Mrs. Adams confirmed
150 that the scopes are the same; thereby, the proposed amount would be reduced. Mr. Adams
151 noted the earliest the CDD can refinance bonds is in 2025; however, interested property
152 owners can pay off their portion of the debt service assessment in full by contacting Mr. Adams'
153 office.

154 **Mr. Adams opened the Public Hearing.**

155 Ms. Willson, at Mr. Call's request, responded to the following questions:

156 ➤ Is there flexibility to use unused funds between the budget line items? Answer: Yes,
157 the Resolution states, which the CDD typically entertains throughout the year, that funds that
158 are not used in one budget item or are under budget can be used in other budget line items;
159 however, this requires preparing a budget amendment at the end of the fiscal year.

160 ➤ Is there the ability to extend this budget adoption process? Answer: The District is
161 unable to extend the process, due to certain Florida Statutes and Paso County requirements,
162 which note that the budget must be adopted by the end of the month.

163 Mr. Adams stated that the CDD properly advertised the Public Hearings and sent the
164 required Notices to the homeowners regarding the assessment increase.

165 The following is a summation of approximately two hours of homeowner public
166 comments, addressed by category and correlated response. The public comments were
167 primarily from Esplanade residents objecting to the assessment increase

168 ➤ **Methodology:** Resident Alberto Cassola, who currently owns a home in Starkey Ranch
169 and another in Esplanade, asked what changed between 2016, when that Board approved the
170 Methodology Report where Esplanade's assessment levels were 25% less because they
171 received less benefits since they are assessed for using other amenities. He asked what allows
172 this Board to change the Methodology resulting in assessment levels increasing.

173 Mr. Cassola exceeded his three-minute public comment time limit; however, the Board
174 agreed to allow him to continue, as he was speaking on behalf of most homeowners, which
175 might shorten the number of public comments.

176 Resident Ben Devivo asked why the Methodology for Operations and Maintenance
177 (O&M) Methodology can change when the debt service side could not. Answer: Mr. Adams
178 stated the Board has the latitude to accept the same Methodology used for the bonds for O&M
179 or a different Methodology. Ms. Willson clarified that the debt assessment side was done as a
180 series of Master Improvements and the debt assessments were levied and adopted on each on
181 an issuance by issuance basis, after the circuit court validation, and is secured by all of the
182 various debt-related Trust Indentures and another Agreement is in place with the bond holders,
183 which cannot be changed.

184 Resident Kurt Naser asked what caused the Methodology that existed for over five years
185 to change. He wanted to know the reason for the urgency and expressed his disagreement
186 with comments stating that costs should be spread over a five-year period.

187 Resident Jim Ciadella thanked Ms. Comella for understanding the original agreement.
188 He quoted the July meeting minutes, which stated Esplanade homeowners have their own
189 amenities and pay a separate assessment, which has not changed. He recommended that the
190 Board implement significant increases over two or three years but homeowners responded that
191 there is no agreement in place.

192 Answer: Mr. Silber stated that the 75% was implemented as a means to keep fees low
193 to help sell homes in the community. He suggested the Board consider raising it to 90% this
194 year and 100% next year, which would require adjusting the budget without changing
195 assessments. He felt that whatever decision was made in 2016, is negated by the Board's
196 decision to bring it up to 100% this year, as the Boards believe it is the fairest decision, unless
197 homeowners can present an argument as to how any Esplanade resident receives less service
198 or less benefit from the CDD than any other resident of Starkey Ranch.

199 Ms. Willson referred to the Statutory requirements that require Management to send
200 Mailed Notices and noted that the Board, in any year, has the option as to what items to
201 include in the budget and how to reexamine the allocation. A Board Member stated, having to
202 subsidize costs, it made more sense to be unfair to the smaller group. A resident asked if his
203 comment would be in the minutes. The Board Member replied sure.

204 ➤ **Conflict of Interest:** Mr. Cassola voiced his opinion that the timing of changing the
205 Methodology may be considered a conflict of interest and asked the Board to reconsider this
206 increase and instead reallocate funds to offset costs.

207 Mr. Devivo referred to Rule 1.1 of the restated Rules of Procedure, dated January 8,
208 2020, and expressed his opinion that the Board Member suggestion to increase Esplanade's
209 assessments to reduce others' assessments was a conflict of interest.

210 Ms. Willson stated that the Conflict of Interest provision in the Rules of Procedure
211 mirrors Florida Statutes Chapter 112 and is only relevant if an individual Board Member
212 receives a special, private gain or loss, which they would not, as this is community wide; she
213 provided examples of a conflict of interest.

214 Mr. Naser voiced his opinion that the Board created their own decision, the Starkey
215 Ranch Landowner has a conflict of interest or the appearance of self-gain and that the Board
216 purposely timed this meeting during a holiday week, when homeowners would be away.

217 ➤ **Public Records Requests:** Esplanade Resident Maria Weiser read portions of the July 14,
218 2021 meeting minutes regarding Mr. Silber questioning Esplanade property owners' fees being
219 less than other property owners in other communities. She made an official public records
220 request for any and all Agreements between the Master Association and the CDD and
221 Esplanade. As the CDD maintains landscaping in all common areas except Esplanade, she
222 expected the CDD to take on those responsibilities. She felt that several other budget lines
223 items needed further justification before finalizing the budget.

224 ➤ **Appeal/Request Public Records:** Mr. Devivo asked for instructions for the Esplanade
225 substation to submit a community-wide formal appeal, not individually, and have a verbatim
226 record of the proceedings, testimony and necessary evidence made available for them to
227 proceed with an appeal.

228 Mr. Devivo was instructed to submit a letter of protest, including homeowner
229 signatures, to Mr. Adams to enter into public record. Esplanade residents would have to
230 determine whether to hire an attorney to challenge the CDD Board's actions.

231 Inaudible cross talk ensued between homeowners.

232 Mr. Naser thanked Ms. Comella for understanding the concept of operating the
233 organization in good faith and stated that Mr. Adams assured him that his and his wife's written
234 objections were forwarded to the Board.

235 Mr. Naser asked how to obtain the appeal materials referenced in Mr. Adams' August
236 19, 2021 letter.

237 ➤ **Suggestions For Reducing Assessment Levels:** Esplanade HOA Board Member and
238 Taylor Morrison employee, Drew Miller, stated that homeowners had an opportunity to attend
239 these budget meetings and did not. He suggested the Board table the \$200,000 capital
240 improvement expense for sod on Lake Blanche for one year and reallocate those funds towards
241 the \$300 over and above Esplanade's increase and raise everyone's assessments \$300 to take
242 care of the rest of the capital improvements. This would allow the Esplanade homeowners time
243 to discuss with the Board how to pro-rate expenses next year.

244 A resident took issue with Mr. Miller's suggestion and questioned why the rest of the
245 homeowners should suffer to save the Esplanade residents who are not paying their fair share.

246 A resident asked if the Board has the ability to bring Esplanade O&M assessments up to
247 where it was last year or if it has to match up to \$307. Ms. Willson stated that the Equalizing
248 Board can, after considering public comments, change the assessment allocation; however, the
249 amount cannot exceed what was listed in the Mailed Notice.

250 ➤ **Engage Third Party:** Resident John Baca suggested the Board engage a third-party firm
251 to review the budget and provide an analysis of the expenditures for each facility.

252 ➤ **Esplanade Roads:** Resident Linda Reed asked if the CDD pays for the public roads in
253 Starkey Ranch. Ms. Willson explained that the public roads in Starkey Ranch were constructed
254 by the Developer and are either transitioned to the CDD and then to the County or directly
255 from the Developer to the County. She discussed the process and timeline of the County
256 accepting maintenance once the maintenance bond is released, which is about two to three
257 years, and another Agreement in place in which the CDD has the option to maintain the
258 roadways beyond the County's standard specifications.

259 Ms. Reed asked why Esplanade homeowners should pay to maintain Starkey Ranch
260 public roads, although Ms. Willson as District Counsel, noted these are policy considerations,
261 not necessarily legal in nature. A Board Member stated there is no roadway maintenance
262 expense in the CDD budget. Discussion ensued regarding assessing public and private roads,
263 Esplanade homeowners giving up access to Starkey's amenities, non-resident user fees, when
264 and what caused the decision to implement the reduction to 75% for Esplanade homeowners
265 and what caused the reversal.

266 Mr. Celisa commented and posed questions as follows:

267 ➤ Is it only the persons attending in person who can vote on the budget? Since just Board
268 Members can vote on the budget, he voiced his opinion that was not right and that the Board
269 could do better.

270 ➤ He expressed his opinion that the Public Hearing was improperly advertised and
271 believed there would be a lot more homeowners in attendance if notifications were posted on
272 the Boulevard.

273 ➤ **Office Rental:** Mr. Celisa asked when the Developer will sell or rent the Welcome
274 Center. Answer: Mr. Call referred to the last meeting minutes, which stated the Developer was
275 preparing a lease to submit to Ms. Willson, who was designated, along with Mr. Silber, to
276 negotiate the lease with the Developer. He discussed how the building would be used in the
277 future and stated that the Developer had not charged for its use until now. The Developer has
278 no interest in selling the property at this time; \$80,000 is the cost to rent the entire building as
279 the Developer had no interest in the CDD's request to sublease a portion for office space or
280 allow it to be subleased to other tenants.

281 Resident Linda Deenihan stated she was offended by the comment that the Developer
282 was doing the CDD a favor by allowing it to use the Welcome Center at no cost over these
283 years, since the homeowners purchasing the homes covered those costs. She asked what the
284 Developer planned to do with the Welcome Center. Response: The CDD has not made a
285 decision on whether to proceed with leasing the Welcome Center.

286 ➤ **Pool Resurfacing:** Mr. Celisa asked the Board to obtain warranty information for all the
287 pools, since, in his opinion, the CDD Board does not get to specify with the development of
288 these amenities.

289 ➤ **Off Duty Patrol:** Mr. Celisa asked who will determine when the patrols are to be used.
290 He suggested increasing their presence during child-related events, such as on Halloween
291 weekend. Answer: Off-duty Florida Highway Patrol officers select their schedules, as the Pasco
292 County Sherriff's office does not have sufficient manpower to patrol the County as a whole.

293 ➤ **Neighborhood Signs:** Resident Matt Mohr asked Mr. Call for the status of his request for
294 the Developer to install "namesake" signs in Homestead Park. Answer: Mr. Call stated he
295 would follow up with a response.

296 **Mr. Adams closed the Public Hearing.**

297 ➤ **Reducing Budget:** A Board Member stated, as a result of public comments, he was now
298 in favor of reducing certain line items, while ramping up Esplanade's costs. Ms. Willson stated

299 that, as the Board provided several factors for changing the Esplanade assessment allocation to
300 100% at the prior meeting, legally, the Board would have to come to a determination to
301 support the assessment allocation that is approved tonight and that it is deemed reasonably
302 apportioned.

303 Discussion ensued regarding having to justify a gradual increase in Esplanade's
304 assessments and the need to comply with Florida Statutes to prevent others challenging.

305 Resident Roberto Carvajal asked for clarification about staying with the decision to raise
306 Esplanade's assessments to 100%, if reducing budget expenses could offset the Esplanade
307 homeowners' significant increase.

308 Mr. Adams suggested reducing expenses and softening the assessment increase for
309 Esplanade and the same for everyone else; however, it would result in less revenue. Ms.
310 Willson clarified that the Board previously stated that the assessment allocation should be
311 100%, across the board, but potentially preferring to roll that out over a number of years to
312 gradually increase is not something the Board can do without providing justification. Mr.
313 Adams stated that Methodologies could change for O&M assessments.

314 Discussion ensued between unidentified residents, Board Members and Ms. Willson
315 about reducing sod costs not being sufficient to reduce assessments across the Board,
316 accusations that the Board is making this decision arbitrarily and the prior Board making a deal
317 that has been long standing.

318 Mr. Leason expressed his opinion that the Board did not do its due diligence in
319 researching why the prior Board implemented a 25% discount for Esplanade before arbitrarily
320 changing it to 100%. He suggested reducing Office Rental costs, which he believed is not a valid
321 expense until a lease is executed. Mr. Adams confirmed that he researched the reason the 25%
322 discount was given and it was mentioned in several meeting minutes.

323 Discussion ensued regarding last year's O&M assessment. Mr. Call provided options,
324 including converting back to last year's Methodology, keeping it at 100% and reducing the
325 overall budget and going forward in future years the budget would be what it is or adopting the
326 budget presented today.

327 **Public Comments resumed.**

328 The following is a compilation of unidentified residents' opinions and comments:

329 ➤ Costs are causing them to move from the area.

330 ➤ Fair, equitable use is not possible as Esplanade and Starkey Ranch activities are
331 scheduled on the same day.

332 ➤ The Board should consider charging usage fees based on the size of the home.

333 ➤ Upgrading and changing the character of the community is causing the budget to
334 increase

335 ➤ The Developer should be asked to pay to re-marcite the pool.

336 Mr. Adams, the Board and homeowners discussed which budget line items to reduce
337 and upcoming tree and plant projects. It was noted that Mr. Hawkins donated \$20,000 in sod.

338 The Board discussed adjusting various budget line items to reduce O&M assessments.

339 The following changes were made to the proposed Fiscal Year 2022 budget:

340 Page 2, "Landscape Arbor Care": Change "115,500" to "99,000"

341 Page 2, "Mulch": Change "180,000" to "155,000"

342 Page 2, "Sod": Change "200,000" to "100,000"

343 Page 3, "Office rental": Change "80,000" to "60,000"

344 Page 3, "Office expenses": Change "8,950" to "6,713"

345 Page 3, "Office utilities": Change "8,850" to "6,638"

346 Page 3, "Office copy machine": Change "6,500" to "4,875"

347 Page 3, "Cable/internet/telephone/software": Change "16,546" to "10,000"

348 Page 3, "Special events": Change "20,000" to "0"

349 Page 3, "Contingency": Change "50,000" to "20,000"

350 Page 3, "Capital outlay": Change "110,300" to "90,000"

351 The final changes to the proposed Fiscal Year 2022 budget would decrease the "Net
352 increase/(decrease) of fund balance" from "143,143" to "68,145" and decrease the O&M
353 portion of the on-roll assessments from \$1,627.30 to \$1,496.05.

354 Mr. Adams presented Resolution 2021-08.

355

356 **On MOTION by Mr. Call and seconded by Ms. Comella, with all in favor,**
357 **Resolution 2021-08, Relating to the Annual Appropriations and Adopting the**
358 **Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September**
359 **30, 2022, as amended to result in the O&M portion of the on-roll assessments**
360 **to be \$1,496.05; and Authorizing Budget Amendments; and Providing an**
361 **Effective Date, was adopted.**

362

363

364 **FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2021/2022, Pursuant to Florida Law

370 **A. Proof/Affidavit of Publication**

371 **B. Mailed Notice(s) to Property Owners**

372 These items were included for informational purposes.

373 **C. Consideration of Resolution 2021-09, Making a Determination of Benefit and Imposing
374 Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and
375 Enforcement of Special Assessments, Including but Not Limited To Penalties and
376 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the
377 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

378 Mr. Adams presented Resolution 2021-09.

379 **Mr. Adams opened the Public Hearing.**

380 No members of the public spoke.

381 **Mr. Adams closed the Public Hearing.**

382

383 **On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor,
384 Resolution 2021-09, Making a Determination of Benefit and Imposing Special
385 Assessments for Fiscal Year 2021/2022; Providing for the Collection and
386 Enforcement of Special Assessments, Including but Not Limited To Penalties
387 and Interest Thereon; Certifying an Assessment Roll; Providing for
388 Amendments to the Assessment Roll; Providing a Severability Clause; and
389 Providing an Effective Date, was adopted.**

390

391

392 The meeting recessed at 9:11 p.m., and reconvened at 9:20 p.m.

393 Mr. Green left the meeting at 9:20 p.m.

394

395 **FIFTH ORDER OF BUSINESS**

Discussion: FY 2021 Landscape Work
Orders Summary

396

397

- 398 • **Landscaping Cost Analysis**

399 The Fifth and Eighth Orders of Business were presented simultaneously.

400 Mrs. Adams presented spreadsheets comprised of Landscape Work Orders and the
401 Starkey Ranch September Enhancement Opportunities proposals for sod and tree replacement,
402 and noted \$15,538 remained in the plant replacement budget.

403 Mr. Adams reviewed the Unaudited Financial Statements as of July 31, 2021 and
404 confirmed there were sufficient funds to proceed with the recommendation to approve DTE
405 invoices #9181, #9182 and #15141 and authorize use of miscellaneous funds to offset costs.
406 The projects would commence in October.

407

408 **On MOTION by Mr. Call and seconded by Mr. Silber, with all in favor, Down to**
409 **Earth Proposals #9181 and #9182 to install Zoysia sod, in the amounts of**
410 **\$3,430 and \$11,550, respectively, and Proposal #15141 to install ground tree**
411 **stake kits, in the amount of \$3,040, for a combined not-to-exceed total of**
412 **\$18,020 in Fiscal Year 2021, was approved.**

413

414

415 **SIXTH ORDER OF BUSINESS**

**Discussion: Follow up on Traffic Request
from Prior Meeting**

416

417

418 This item was deferred to the next meeting.

419

420 **SEVENTH ORDER OF BUSINESS**

**Discussion: Lake Blanche Continued
Parking Issues**

421

422

423 Mr. Adams stated that people are starting to disregard the signs again and the Sheriff is
424 trying to enforce illegal parking. JC residents observed several people parking all over the lake
425 bank and median to “catch and release” fish. A Board Member recalled that, at the last
426 meeting, the CDD was asked to install blanket “No Roadside Parking” signs at each entrance;
427 otherwise, they cannot enforce the policy. He observed several cars parked for months without
428 moving. POA Staff was asked to contact Pasco County to obtain appropriate language and
429 report back at the next meeting.

430

431 **EIGHTH ORDER OF BUSINESS**

**Discussion/Consideration: Tree
Replacement/Turf Replacement Proposals**

432

433

434 This item was presented during the Fifth Order of Business.

435

436 **NINTH ORDER OF BUSINESS****Continued Discussion: DTE Landscaping
Deficiencies**437
438

439 Mr. Yahn reported that DTE and the on-site team are doing a great job overcoming a lot
440 of the mowing and irrigation deficiencies that were identified last month, in spite of COVID-
441 related staffing shortages and the weather conditions.

442

443 **TENTH ORDER OF BUSINESS****Continued Discussion: Rental of Welcome
Center**444
445

446 Mr. Call stated that the Developer just received the lease from their Attorney and, upon
447 review, it would be transmitted to Ms. Willson.

448

449 **ELEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial
Statements as of July 31, 2021**450
451

452 This item was presented during the Fifth Order of Business. The financials were
453 accepted.

454

455 **TWELFTH ORDER OF BUSINESS****Approval of August 11, 2021 Regular
Meeting Minutes**456
457

458 Mr. Adams presented the August 11, 2021 Regular Meeting Minutes. The following
459 changes were made:

460 Line 110: Change "off Lake Blanche Road" to ", and plans for Lake Blanche Road to
461 connect to Starkey Boulevard"

462 Line 111: Insert "to extend Lake Blanche Road to connect to Starkey Boulevard." after
463 "months"

464 Line 147: Change "the" to "District"

465 Line 148: Change "on CDD" to "on Developer"

466

467 **On MOTION by Mr. Liquori and seconded by Ms. Comella, with all in favor, the**
468 **August 11, 2021 Regular Meeting Minutes, as amended, were approved.**

469

470

471 **THIRTEENTH ORDER OF BUSINESS****Action & Completed Items**

472

473 Mr. Adams presented the Action & Completed Items List.

474 Items 4, 5, 8 and 12 were completed.

475 Item 6: Mr. Adams would work with Mr. Wilks tomorrow to ensure donating the parcel
476 east of Publix is in the correct format. Ms. Willson stated there should be no tax liability,
477 assuming it is used for a public governmental purpose; however, this would need to be reviewed
478 with Real Estate Counsel.

479

480 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

481

482 **A. District Counsel: *Hopping Green & Sams, P.A.***

483 There was nothing further to report.

484 **B. District Engineer: *Heidt Design, LLC***

485 There was no report.

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

- 487 • **NEXT MEETING DATE: October 13, 2021 at 5:00 p.m.**

- 488 ○ **QUORUM CHECK**

489 The next meeting will be held on October 13, 2021.

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

491 **I. Discussion/Consideration: *Kompan Playground Equipment Proposals***

492 Ms. Hlebak stated that, after assessing the equipment, Kompan submitted proposals
493 that included costs with or without installation. The warranty is covered if it is installed to their
494 specifications and the option to piece purchase equipment that is needed was an option. She
495 and the vendor recommended purchasing one springer and whole parts. She stated that the
496 playground is mostly used in the cooler months, which are coming up.

497 Discussion ensued regarding the current condition, frequency of when items are
498 replaced and extremely high material and freight costs. The Board agreed with a suggestion of
499 approving \$6,000, plus freight costs but Ms. Willson recommended reviewing the Master
500 Agreement and warranty terms and ensuring they are kept together, before proceeding with
501 the purchase.

502 **▪ Consideration of *Whitfield Park Pool Resurfacing and Repair Quotes***

503 **This item, previously Item 14DIII, was presented out of order.**

504 **a. Clear-Tech Pools**

505 **b. Challenger Pools**

506 c. Exterior Escapes

507 Ms. Hlebak distributed a breakdown of the proposals and explained the urgency to
508 complete the work to remain in compliance. She differentiated the scope of work in each
509 proposal. Certain vendors omitted pricing for the heater, as they felt the cost did not warrant
510 the outcome, and Challenger Pools formally changed its name to Cody Pools. She and the
511 Board discussed each proposal.

512 Ms. Hlebak was asked to obtain commercial references from Clear-Tech Pools and Cody
513 Pools, confirm the ability to include a five-year labor and materials warranty, confirm the
514 project timeline of six to eight weeks and to find out if Clear-Tech Pools will adjust its proposal.

515 Ms. Willson recommended including a Form of Agreement with the contract to ensure
516 that indemnity, E-verification and warranty information is covered.

517

518 **MOTION by Mr. Liquori and seconded by Ms. Comella, with all in favor,**
519 **authorizing 1) Ms. Hlebak to negotiate for the best price on the upgraded pool**
520 **finish, 2) Ms. Willson to prepare contracts with Clear-Tech Pools and**
521 **Challenger Pools, ensuring as five-year labor and material warranty and 3) Mr.**
522 **Call to execute the contract to resurface and repair the Whitfield Park Pool,**
523 **subject to warranty terms, in a not-to-exceed amount of \$60,000, was**
524 **approved.**

525

526

527 Ms. Hlebak presented the WTS Monthly Summary Report. She reported that two new
528 staff members were hired to assist the Facilities Specialist.

529 Regarding the prior motion, Ms. Willson clarified that, if contact negotiations are agreed
530 upon with the specific terms, authority was given to Mr. Call, as Vice Chair, to execute the
531 contract, to prevent the appearance of the Chair and Vice Chair working together outside of a
532 Board meeting.

533 II. Consideration of Starkey Ranch Security Camera Quotes

534 a. Securiteam (Original Quote for Whitfield Park CCTV)

535 b. Securiteam (Revise Quotes for Homestead Park, Cunningham Park and
536 Whitfield Park)

537 c. EEI Security

538 d. 4-Alarms Inc. (Surveillance System for Homestead Park Pool)

539 e. SMART Solutions (Pool Camera Upgrade for Homestead Park,
540 Cunningham Park and Whitfield Park)

541 Ms. Hlebak distributed a breakdown of the proposals and differentiated the product
542 materials, scope of work and warranty for each proposal. 4-Alarms agreed that the Cunningham
543 Park cameras were in great condition but could not guarantee they would be compatible and
544 could be on the same system for all three parks.

545 In response to a request for his technological expertise, Mr. Silber provided input on
546 each quote. Ms. Hlebak and Mr. Silber recommended engaging SMARTSolutions; however, Mr.
547 Silber wanted assurance of the ability to have room access to the DVRs. He felt that
548 Cunningham Park could remain on the current system and stated the Board can consider
549 engaging them to be responsible for its operation, instead of Securiteam, later on.

550

551 **On MOTION by Mr. Silber and seconded by Mr. Call, with all in favor,**
552 **authorizing 1) Ms. Hlebak to obtain updated SMARTSolutions proposal revision**
553 **#2 to install pool cameras at Whitfield and Homestead Park, subject to**
554 **changing warranty to one-year for parts and labor, and 2) amending the**
555 **locations to Whitfield and Homestead Park, as stated, was approved.**

556

557

558 **III. Consideration of Whitfield Park Pool Resurfacing and Repair Quotes**

559 **a. Clear-Tech Pools**

560 **b. Challenger Pools**

561 **c. Exterior Escapes**

562 This item was presented following Item 14DI.

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

564 There was nothing to report.

565

566 **FIFTEENTH ORDER OF BUSINESS**

Supervisors' Requests

567

568 Mr. Call asked if Staff needed official direction to purchase and install pine straw. Mrs.
569 Adams replied no. Mr. Adams stated it will be finalized via the same protocol as last year;
570 installation occurs in November.

571

572 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

573

574 **On MOTION by Mr. Call and seconded by Ms. Comella, with all in favor, the**
575 **meeting adjourned at 10:25 p.m.**

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578
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582
583

Secretary/Assistant Secretary

Chair/Vice Chair

TSR

COMMUNITY DEVELOPMENT DISTRICT

20

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

#	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. 04.14.21 If not turned over to County, Staff to get proposals to restripe for Fiscal Year 2022 budget.	X			
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. 04.14.21 Heidt to review upon project completion. 05.12.21 Staff waiting on survey to be completed. 08.11.21 Project would commence after rainy season.	X			
3	3.10.21	ACTION	Mr. Wilkes working on closing out Capital Projects Funds for Series 2015A, 2016 and 2017- on Balance Sheet.	X			
4	07.14.21	AGENDA	Mr. Adams to include purchasing the vacant parcel east of Publix, including cost as per the Developer. 08.11.21 Developer is donating the property and in the process of establishing a value of the donation, not a sale. 09.08.21 Mrs. Adams 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.	X			
5	08.11.21	AGENDA	Mr. Silver was designated to work with District Staff to negotiate leasing the Starkey Ranch Welcome Center.	X			
6	08.11.21	AGENDA	Mr. Adams to follow up on the status of receiving off-roll assessments and send update to the Board.	X			
7	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.	X			
8	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.	X			
9	09.08.21	ACTION	Ms. Weiser requested official public records for any and all Agreements between the Master Association, District and Esplanade.	X			
10	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.	X			

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

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11	09.08.21	ACTION	Mr. Naser requested appeal materials mentioned in Mr. Adams' August 19, 2021 letter.	X			
12	09.08.21	ACTION	POA Staff to contact Pasco County to obtain appropriate language to use for "No Roadside Parking" and report back at the next meeting.	X			
13	09.08.21	ACTION	Mr. Call upon receipt, to send Ms. Willson Welcome Center Lease.	X			

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

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1	03.10.21	ACTION	Staff to inspect the area on Barbour Trail next to the O’Jensky residence where exposed dirt led to digging by sand hill cranes and turkeys			X	04.14.21
2	12.02.20	ACTION	Mr. Wilkes to email Mrs. Adams updated map to circulate to the Board. 01.13.21 Mrs. Adams to distribute map of District’s assets once parties have reviewed and included the landscape overlay. 2.10.21 Mrs. Adams waiting for the landscape overlay to be completed. Mrs. Adams distributed maps. 4.14.21 Mrs. Adams distributed map.			X	04.14.21
3	12.02.20	ACTION	Mrs. Adams to add FY 2022 budget line item: “brick paver repairs”			X	04.14.21
4	01.13.21	ACTION	Mr. Adams to contact accounting department to ensure “Pool repairs & maintenance” expenses were re-coded properly.			X	04.14.21
5	2.10.21	ACTION	Mr. Adams would look into obtaining signage “Wrong Way” signage for the community. (Not seeing divided highway by Publix)			X	04.14.21
6	3.10.21	ACTION	Mr. Adams to consult with the insurance carrier regarding cleaning and signage for the drinking fountain and determine if the CDD could accommodate insurance guidelines and reopen the drinking fountains.			X	04.14.21
7	3.10.21	ACTION	Mrs. Adams to ensure incorrect Meeting Schedule dates are corrected.			X	04.14.21
8	3.10.21	ACTION	Mrs. Adams to contact Accounting regarding delinquent DTE invoices, missing invoices and invoices not matching the bid schedules.			X	04.14.21
9	03.10.21	ACTION	Staff to inspect the area on Barbour Trail next to the O’Jensky residence where exposed dirt led to digging by sand hill cranes and turkeys			X	04.14.21
10	12.02.20	ACTION	Mr. Wilkes to email Mrs. Adams updated map to circulate to the Board. 01.13.21 Mrs. Adams to distribute map of District’s assets once parties have reviewed and included the landscape overlay. 2.10.21 Mrs. Adams waiting for the landscape overlay to be completed. Mrs. Adams distributed maps. 4.14.21 Mrs. Adams distributed map.			X	04.14.21
11	12.02.20	ACTION	Mrs. Adams to add FY 2022 budget line item: “brick paver repairs”			X	04.14.21

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09.08.21 FOR 10.13.21 MEETING**

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12	01.13.21	ACTION	Mr. Adams to contact accounting department to ensure "Pool repairs & maintenance" expenses were re-coded properly.			X	04.14.21
13	2.10.21	ACTION	Mr. Adams would look into obtaining signage "Wrong Way" signage for the community. (Not seeing divided highway by Publix)			X	04.14.21
14	3.10.21	ACTION	Mr. Adams to consult with the insurance carrier regarding cleaning and signage for the drinking fountain and determine if the CDD could accommodate insurance guidelines and reopen the drinking fountains.			X	04.14.21
15	3.10.21	ACTION	Mrs. Adams to ensure incorrect Meeting Schedule dates are corrected.			X	04.14.21
16	3.10.21	ACTION	Mrs. Adams to contact Accounting regarding delinquent DTE invoices, missing invoices and invoices not matching the bid schedules.			X	04.14.21
17	3.10.21	ACTION	DTE Estimate #5723 to be revised with irrigation and pine straw only, with new total \$1,798.48			X	04.14.21
18	3.10.21	ACTION	Mr. Call stated he would survey the fire pit area to see if fencing could be suitably modified to separate the fire pits from the pool area.			X	04.14.21
19	3.10.21	ACTION	Ms. Hlebak to include a notice to residents that golf carts must not be driven on trails, to protect pedestrians and to prevent damage which could result in assessment increases in the next e-Update.			X	04.14.21
20	12.02.20	ACTION	Mrs. Adams to obtain quotes to remediate landscaping issues at each park, and prepare comprehensive plan. 01.13.21 Mrs. Adams to monitor landscaping budget and include in her monthly report. 03.10.21 Gary Hawkins working on proposals for each of the parks and will submit upon completion.			X	05.12.21
21	01.13.21	ACTION	If necessary, homeowners to be billed for cost to repair damages to CDD property during pool installations upon install completion.			X	05.12.21
22	2.10.21	ACTION	Mr. Adams to contact Drew Miller speeding construction vehicles.			X	05.12.21
23	3.10.21	ACTION	Ms. Willson to draft 1) letter to Pasco County Sheriff re enforcement of speed limit and roadway obstructions and 2) press release to post on Starkey Ranch website informing residents of what they can and cannot			X	05.12.21

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

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			do regarding neighborhood roads and traffic and to contact Sheriff's office if necessary. 04.14.21 Ms. Willson to prepare letter to the community and forward to Mr. Liquori for review re residents contacting the Sheriff's office and attending County Commission meetings. They would also research if public funds were used to construction the road and if gating on Barbour Trail was an option.				
24	04.14.21	ACTION	Mr. Adams to get Trapper information from Mr. Call and implement Program into CDD procedures.			X	05.12.21
25	04.14.21	ACTION	Mr. Call to convey the CDD's stance to builders, improve the condition of the ponds and alleyways or the District will hold back their deposits.			X	05.12.21
26	3.10.21	ACTION	DTE Estimate #1013 to be deferred to 2022 budget; trim dead off existing pines.			X	06.09.21
27	3.10.21	ACTION	DTE Estimate #4387 to be deferred to summer 2021.			X	06.09.21
28	3.10.21	ACTION	DTE Estimate #4392 to be revisited- review options, size.			X	06.09.21
29	3.10.21	ACTION	DTE Estimate #4396 to be rewritten with turf, added to Agenda.			X	06.09.21
30	04.14.21	ACTION	Mr. Adams to coordinate with Accounting to include monthly check runs in the agenda package.			X	06.09.21
31	04.14.21	ACTION	Mrs. Adams to coordinate DTE straightening the tree in front of the Welcome Center. 05.12.21 Mrs. Adams would contract Gary, who is onsite, to address issue today. Mr. Adams would look at it and discuss ways to straighten tree with Gary.			X	06.09.21
32	04.14.21	ACTION/ AGENDA	Staff to proceed with amending the Conveyance Agreement to turnover Westbay Parcels A and B1 to the CDD, to be ratified at the next meeting. 05.12.21 Staff to provide backup materials to include in the agenda package.			X	06.09.21
33	04.14.21	ACTION	Mr. Adams to discuss with DTE the issue of cutting the lake banks down to the dirt at Albritton park. 05.12.21 Staff obtaining proposals from DTE, the Builder should incur these costs.			X	06.09.21

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
34	04.14.21	ACTION	Mr. Call to engage Developer in discussions about repairing drains and replacing downed traffic signs and if no response work with Ms. Wilson. 05.12.21 Mr. Adams to review drain boxes in alleyways with Mr. Call.			X	06.09.21
35	05.12.21	ACTION	Mr. Yahn, SunScapes, to inspect area of weeds around pond at Rangeland Blvd and include, along with DTE, parcels added to the proposals next year.			X	06.09.21
36	05.12.21	ACTION	Mr. Hawkins to inspect area of Rangeland Blvd. where the reclaimed water pressure was low.			X	06.09.21
37	05.12.21	ACTION	Mr. Adams to add "turf replacement" line item and designate \$150,000 to proposed budget.			X	06.09.21
38	05.12.21	ACTION	Staff to prepare list of upcoming projects and discuss with the proposed budget at the next meeting.			X	06.09.21
39	05.12.21	ACTION	Mr. Adams to remove costs of deferred Action Items 10-13 from the FY2022 Landscape Work Order Summary Sheet.			X	06.09.21
40	05.12.21	ACTION	Ms. Murphy to send the Board, year-to-date expenses and next year's projections for Amenity Staff.			X	06.09.21
41	05.12.21	ACTION	The Board directed Staff to return to pre-COVID policies.			X	06.09.21
42	04.14.21	ACTION	Mr. Adams to engage Structural Engineer to inspect & obtain cost for bridge repairs. 05.12.21 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. 06.09.21 Structural Engineer engaged; working on structural drawings.			X	07.14.21
43	05.12.21	ACTION/AGENDA	Mr. Adams to include Audit in the June or July agenda once received.			X	07.14.21
44	05.12.21	ACTION	Mrs. Adams to contact Trapper to notify hog sightings regularly at Cunningham Park, 5:00 a.m. on the weekend.			X	07.14.21
45	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			X	07.14.21

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
			relocation and installing additional stop signs. 07.14.21 Mr. Adams to add "Off Duty Patrol" line item to the Fiscal Year 2022 budget.				
46	06.09.21	ACTION	Mr. Adams to include the maintenance of a fourth park, Albritton Park to the Fiscal Year 2022 budget.			X	07.14.21
47	06.09.21	ACTION	Mr. Adams to investigate solar options for TSR and report his findings.			X	07.14.21
48	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.			X	07.14.21
49	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
50	06.09.21	ACTION	July 4 th fireworks: Mr. Adams to investigate whether nonresidents could be deterred from attending the event on CDD property.			X	07.14.21
51	01.13.21	ACTION	Mr. Adams to review paving schedule, inspect condition of roads into Whitfield Park, parking spaces, crosswalks, etc., and coordinate having the "Lake Blanche Avenue" sign corrected to "Lake Blanche Drive" 04.14.21 Mr. Adams to forward the County link to determine ownership of the roads to the Board and, if CDD owned, obtain and include proposals to restripe roads into park in the Fiscal Year 2022 budget. The Lake Blanche directional signs were on order. 05.12.21 Waiting for scheduling signs to be installed. 06.09.21 Sign issues not resolved.			X	08.11.21
52	2.10.21	ACTION/AGENDA	Staff to ask Chapman Land services to inspect the drains in the alleys and provide a proposal. Obtain cost for 2022 budget. 06.09.21 Partial repairs completed.			X	08.11.21
53	04.14.21	ACTION	Mr. Adams to coordinate with Mr. Hawkins to post the DTE ticket system link on the CDD website.			X	08.11.21
54	05.12.21	ACTION	Mr. Adams to obtain loan information for FY2022 Landscape Work Order projects. 07.14.21 Mr. Adams to send comparable documents to the Boards.			X	08.11.21

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
55	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. 06.09.21 Ms. Hlebak to pick up signs on 06.10.21.			X	08.11.21
56	07.14.21	ACTION	Breakdown Village by Village where mulch came out 08.11.21 Board Member was concerned about not being able to quantify for future phases.			X	08.11.21
57	07.14.21	ACTION	Obtain additional tree trimming quotes for the grandfather oak trees and present proposals from Davie Tree Company to the Board. 08.11.21 Staff obtaining additional proposal.			X	08.11.21
58	07.14.21	ACTION	Mr. Adams to verify pool gate requirements with the insurance carrier and then provide Board Members with recommendations for re-wording the amenity policy.			X	08.11.21
59	07.14.21	ACTION	Mr. Adams to increase the "Contingency" line-item amount from \$20,000 to \$50,000.			X	08.11.21
60	07.14.21	AGENDA	Mr. Adams to include leasing the Starkey Ranch Welcome Center as a discussion item at the next meeting			X	08.11.21
61	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.			X	08.11.21
62	12.02.20	ACTION/AGENDA	Continue monitoring Lake Blanche drainage issue. Defer to June or July, 2021.			X	08.11.21
63	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,			X	09.08.21
64	07.14.21	ACTION	Ms. Hlebak to obtain additional proposals for security and camera services, pool resurfacing & fence removal & present at next meeting.			X	09.08.21
65	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.			X	09.08.21
66	08.11.21	AGENDA	Mrs. Adams to present scope of work and proposals for turf			X	09.08.21

**TSR CDD
ACTION & COMPLETED ITEMS LIST
09.08.21 FOR 10.13.21 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
			replacement at the next meeting, to deplete landscaping funds in the Fiscal Year 2021 budget.				

TSR

COMMUNITY DEVELOPMENT DISTRICT

21C

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

21D

MONTHLY SUMMARY REPORT



Starkey
RANCH

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September 2021

Submitted by:
Renee Hlebak, Lifestyle Director
Alex Murphy, Operations Director

W.T.S.
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SEPTEMBER PROGRAM HIGHLIGHTS

PROGRAM	CATEGORY	PARTICIPATION
Boats & Floats	Family Social	75
Yippy Hour/Yappy Hour	Family Social	4/8 (Both rescheduled due to weather)
Toddler Time	Family Social (Weekly)	12 Toddlers
Food Truck Friday/What's for Dinner?/Music in the Park	Family Social	200 to 400
Teen Game Night	Teen Social	7
Study Hall Hour	Teen Social	No Show for Attendance
Coffee Club	Family Social	16
Meet & Mingle	Adult Social	7
Drink This, Make That	Adult Social	26
Crafty Kids Afternoon	Kids Social	20
Yoga & Zumba	Group Fitness	6 to 8/ Class
Private Rentals (Pavilions & Hall)	N/A	6 Days = 26 Hours



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RESIDENT CONNECTIONS

POSITIVE (+) OR NEGATIVE (-)	RESIDENT FEEDBACK	ACTION TAKEN (ALWAYS THANKED FOR FEEDBACK)
-	<p>Coffee Club:</p> <p>Several residents that have joined us for Coffee Club were disappointed it was suggested to be cancelled as a Lifestyle Program.</p>	<p>Miss. Nikole has worked really hard to rebuild Coffee Club as a Lifestyle Program. We have explained to residents the request to discontinue it or changed it. A few were not happy, but Miss. Nikole is going to work on turning Coffee Club into a Resident's Club or Lifestyle Social Panel. The Lifestyle Director spoke to the residents at the September Coffee Club about this idea and they were happy to hear this option and they love having their voice heard.</p>
+	<p>Teen Event Idea:</p> <p>Teen only field trips or destination programs.</p>	<p>A teen resident attending Teen Game Night requested Miss. Nikole set up a Teen Event Night at Main Event in Wesley Chapel. He stated many teens just don't want to stay at home. He wanted it to be a field trip where we drive, but Miss. Nikole explained we couldn't do that, but maybe more of a meet up like we do for Meet & Mingle.</p>
+	<p>Music in the Park Artist:</p> <p>Residents loved our September Artist for Music in the Park: Theo Moon</p>	<p>Several residents approached the Lifestyle Director walking the pools during Music in the Park about the artist singing Theo. His mix of music was great for all ages. Miss. Nikole even received emails for his contact info for their private parties. We will defiantly have Theo back soon!</p>

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AMENITIES & OPERATIONS

ITEM	STATUS	CONCLUSION
Whitfield Park & Homestead Park Playground Equipment Audit	In Progress	Homestead Park Slide with Earthscape was approved, parts ordered, waiting of shipment date. End of October as tentative date. Kopman has ordered parts. Waiting on shipment date.
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	Complete	Ordering more repair kits – we have about 12 more chairs that need repairs.
Homestead Park Men's Room	Complete	Urinal was leaking again and wax rings needed replaced.
Houndstead Park Water Station	Complete	Water station/bowl snapped and water would not shut off. Faucet was taken apart and washer was replaced.
Ice Machine in Cunningham Hall	Complete	Ice machine frozen up and stopped working. Facilities Specialist was able to repair, reset and ice is not being made again.
WiFi Repairs at Homestead Park	Complete	Issues with WiFi and gate connections to access software. Spectrum found a faulty wire with their equipment. All replaced and working.
Water Feature at Homestead Park Pool	Complete	Water feature adjusted to stop the leaking causing a slippery spot on the pool deck.
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.

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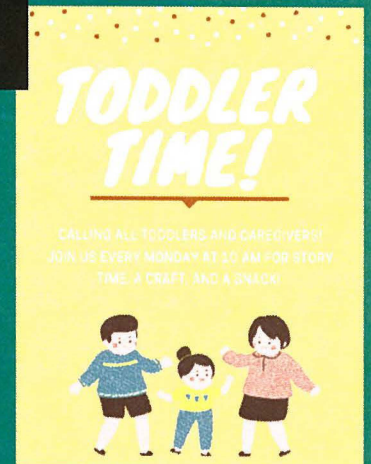
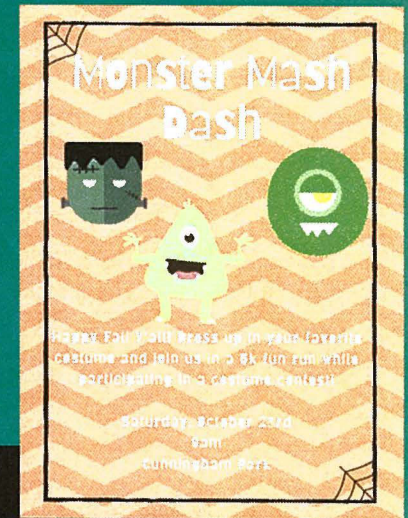


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SEPTEMBER PROGRAM FORECAST

UPCOMING PROGRAMMING	DATE(S)
All About Apples	October 1
Fall & Halloween Decorating Contest Begins	October 4
Trivia Night	October 7 & 28
Food Truck Friday	October 8
Crafty Kids Afternoon	October 10
Pup-O-Ween	October 12
Dog-O-Ween	October 14
Kids Night Out	October 15
Music in the Park	October 22
Monster Mash Dash	October 23
Harvest Fest	October 24
Fall & Halloween Decorating Judging Begins	October 25
What's for Dinner?	October 26
Drink This, Make That	October 27
Haunted Halloween	October 30
Toddler Time	Every Monday
Yoga & Zumba	Every Monday/Tuesday



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CURRENT ACTION ITEMS

TASK	WHO WILL DO THIS?	STATUS/DUE DATE
Amenity Policy Review & Update	Renee	IN PROGRESS
Whitfield Park Pool Resurfacing	Renee	IN PROGRESS
Update hurricane action plan	Alex/Renee	IN PROGRESS
Security Cameras for Pool Areas	Renee	IN PROGRESS
Update/Audit vendor lists & warranty information on amenities	Renee	IN PROGRESS
Whitfield Park Fire Pit Fence	Renee	Installation Date 10/8

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Renee Gillooly-Hlebak

From: Donald Lawson <Donald.Lawson@makingtechsimple.com>
Sent: Friday, October 1, 2021 9:00 AM
To: Renee Gillooly-Hlebak; Anthony Orlando
Cc: Sara Longoria
Subject: RE: Looking for Security Camera Quotes - Starkey Ranch

Follow Up Flag: Follow up
Flag Status: Flagged

Renee,

Here is the warranty information you requested. Also, below is a link to the updated proposal and if you scroll down to the warranty section of the terms and conditions you'll see that the labor warranty has been updated to be for 1 year.

The labor warranty covers the quality of the work we perform. The manufacturers warranty's cover the devices themselves. If you have an issue with something you would contact us and we would roll a truck. If it's in the first year and the issue is with our workmanship (cable not terminated correctly or something like that) there is no charge for the truck roll. If the issue is with equipment there is a charge for the truck roll and time spent on site, but we will handle contacting the manufacturer and process the replacement.

Below is the information on the warranties. If you have any other questions let me know. Below that is the updated link to the quote.

WattBox – These are the batter backups and surge protectors and they have a different warranty for different parts.

- The WattBox UPS carries a 2 year limited warranty
- The WattBox 3 outlet surge protectors carry a 5 year limited warranty

Cortex/CCTV:

These are the security cameras and the NVR recorder. All of these items carry a three year warranty.

[Starkey Ranch Proposal](#)

Thanks,

Donald Lawson
SMARTSolutions | **SMART**Fiber
VP of Operations
Mobile: 813.323.6141
www.makinotechsimple.com



Starkey Ranch Pool Camera Upgrade

Starkey Ranch

2500 Heart Pine Ave
Odessa FL 33556



Presented By:



SMARTSolutions

8603 Adamo Dr
Tampa, FL 33619

Scope of Work

Homestead-

This location will have (6) new cameras. Each camera will be 5MP(4K) and will have a 2.8-12MM varifocal range which will allow the customer to zoom in and help capture the best shot possible. The cameras and NVR will be on an IP controllable battery backup. We also advise the customer to cut back the pine tree on the NE camera to allow ample coverage. SMARTSolutions will be installing the following at this location:

- (1) UPS & OvrC Battery Pack (Compact) | 6 Outlets, 350VA
- (1) 3 Outlet Compact IP Controllable Power Conditioner with Auto Reboot
- (1) 8CH 7-WAY HYBRID AHD/TVI/CVI/EX-SDI/HD-SDI/IP with a 4TB HDD
- (5) White 5MP STARLIGHT SONY SENSOR 2.8-12MM MOTORIZED BULLET W/IR
- (1) White 5MP 4-IN-1 OUTDOOR BULLET 2.8-12MM LENS W/IR

Whitfield-

This location will have (4) new cameras. Each camera will be 5MP (4K) and will have a 2.8-12MM varifocal range which will allow the customer to zoom in and help capture the best shot possible. The cameras and NVR will be on an IP controllable battery backup. We also plan to lower the camera down below the trees on the NE corner and relocate the NW camera to have a better view of the splash deck. SMARTSolutions will be installing the following at this location:

- (1) UPS & OvrC Battery Pack (Compact) | 6 Outlets, 350VA
- (1) 3 Outlet Compact IP Controllable Power Conditioner with Auto Reboot
- (1) 4CH HYBRID 4K AHD/TVI/CVI/960H + 2IP DVR with a 4TB HDD
- (4) White 5MP AHD 4-IN-1 OUTDOOR BULLET 2.8-12MM LENS W/IR

Cunningham-

This location will have (7) new cameras. Each camera will be 5MP (4K) and will have a 2.8-12MM varifocal range which will allow the customer to zoom in and help capture the best shot possible. The cameras and NVR will be on an IP controllable battery backup. SMARTSolutions will be installing the following at this location:

- (1) UPS & OvrC Battery Pack (Compact) | 6 Outlets, 350VA
- (1) 3 Outlet Compact IP Controllable Power Conditioner with Auto Reboot
- (1) 8CH 7-WAY HYBRID AHD/TVI/CVI/EX-SDI/HD-SDI/IP with a 4TB HDD
- (7) White 5MP STARLIGHT SONY SENSOR 2.8-12MM MOTORIZED BULLET W/IR

Homestead

Power Management



Qty: 1

Wattbox

WattBox Standby UPS & OvrC Battery Pack
(Compact) | 6 Outlets, 350VA
Total Labor Hours: 0.5

Price: \$136.95



Qty: 1

Wattbox

3 Outlet Compact IP Controllable Power Conditioner
with Auto Reboot
Total Labor Hours: 0.5

Price: \$316.95

Power Management Installed Total: \$600.24

Surveillance



Qty: 1

Cortex ** Accessories included **

8CH 7-WAY HYBRID AHD/TVI/CVI/EX-SDI/HD-SDI/IP
Total Labor Hours: 2.5

Price: \$1,257.99



Qty: 5

Cortex

5MP STARLIGHT SONY SENSOR 2.8-12MM
MOTORIZED BULLET IR
Total Labor Hours: 2.5

Price: \$1,455.30



Qty: 1

Cortex ** Accessories included **

5MP 4-IN-1 OUTDOOR BULLET 2.8-12MM LENS
W/IR
Total Labor Hours: 1

Price: \$177.10



Qty: 2

SMART

Labor
Total Labor Hours: 2



Qty: 1

WBox Technologies

MP PAIR PUSH TERM PIGTAIL BLN
Total Labor Hours: 0.5

Price: \$12.30

Surveillance Installed Total: \$4,124.05

Homestead Installed Total: \$4,724.30

Whitfield

Power Management



Qty: 1

Wattbox

WattBox Standby UPS & OvrC Battery Pack
(Compact) | 6 Outlets, 350VA
Total Labor Hours: 0.5

Price: \$136.95



Qty: 1

Wattbox

3 Outlet Compact IP Controllable Power Conditioner
with Auto Reboot
Total Labor Hours: 0.5

Price: \$316.95

Power Management Installed Total: \$600.24

Surveillance



Qty: 1

Cortex ** Accessories included **

4CH HYBRID 4K AHD/TVI/CVI/960H + 2IP DVR HDMI
1HDD BAY
Total Labor Hours: 2.5

Price: \$364.79



Qty: 4

Cortex

5MP 4-IN-1 OUTDOOR BULLET 2.8-12MM LENS
W/IR
Total Labor Hours: 2

Price: \$609.84



Qty: 4

SMART

Labor
Total Labor Hours: 4

Surveillance Installed Total: \$1,999.14

Whitfield Installed Total: \$2,599.38

Cunningham

Power Management



Qty: 1

Wattbox

WattBox Standby UPS & OvrC Battery Pack
(Compact) | 6 Outlets, 350VA
Total Labor Hours: 0.5

Price: \$136.95



Qty: 1

Wattbox

3 Outlet Compact IP Controllable Power Conditioner
with Auto Reboot
Total Labor Hours: 0.5

Price: \$316.95

Power Management Installed Total: \$600.24

Surveillance



Qty: 1

Cortex ** Accessories included **

8CH 7-WAY HYBRID AHD/TVI/CVI/EX-SDI/HD-SDI/IP
Total Labor Hours: 2.5

Price: \$1,257.99



Qty: 7

Cortex

5MP STARLIGHT SONY SENSOR 2.8-12MM
MOTORIZED BULLET IR
Total Labor Hours: 3.5

Price: \$2,037.42



Qty: 1

SMART

Labor
Total Labor Hours: 1

Surveillance Installed Total: \$4,406.87

Cunningham Installed Total: \$5,007.11

Proposal Summary

Equipment:	\$8,534.43
Labor:	\$2,925.00
Installation parts:	\$256.03
Equipment Taxes:	\$615.33
Grand Total:	\$12,330.80

Payment Schedule

Deposit:	\$6,165.40
Final Invoice:	\$6,165.40

Contract

SMARTSolutions: Terms & Conditions of Our Services

General-

These Terms & Conditions are incorporated into and considered a part of any proposal, quote, or statement of work we provided you relating to the products and / or services you requested. The proposal, quote, or statement of work we provided shall be referred to as the "Quote". The products and / or services we propose to provide shall be referred to as the "Services". "We", "our", or SMARTSolutions refers to SMARTSolutions, a division of Digital Reception Services, Inc., a Florida Corporation, the provider of the Services; and, "You", "your", or the "Customer" refers to you, our customer, who has agreed to pay us for the Services. Together, we both can be referred to as the "parties".

Binding Agreement-

Upon your written or verbal acceptance of our Quote for Services, the Quote for Services and these Terms & Conditions shall comprise the entire agreement between the parties, and supersede all prior understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The accepted Quote for Services and these Terms & Conditions shall be referred to as the "Agreement" between the parties.

Price-

Prices outlined in our Quote for Services shall remain valid for 30 days, unless we notify you differently prior to your acceptance of our Quote. Quoted prices do not include any applicable sales, use, or service taxes, which shall be added to the invoices for our Services submitted to you for payment.

Payment Terms-

Payment terms may vary dependent on the Quote and Services and will be presented in the Quote and listed on your invoice. If no specific payment terms are presented in the Quote, then you agree to pay our invoices within 30 days of the date of the invoice. All Special-Order products require 100% prepayment. A late fee of 1.5 % will be assessed on all invoices over 30 days old. All products remain our property

until paid in full. Returned checks will incur a charge of \$35.00 to cover the banking fees and administrative costs. We reserve the right to seek recovery of any money remaining unpaid 90 days from the date of invoice via collection agencies and/or through legal proceedings. In such circumstances, you shall be responsible to pay our attorney's fees and additional administrative and/or court costs associated with collection of the unpaid balance.

Schedule-

We will use our best efforts to complete the Services in accordance with the schedule in the Quote, unless otherwise agreed in writing by the parties. You acknowledge that our performance is dependent upon the timely and effective satisfaction of your responsibilities, as well as your timely decisions, approvals, and payment of invoices, upon which we will rely.

Changes-

If any change affects the time or cost of performance under the applicable Quote for Services, an adjustment in the time and/or compensation to be paid thereunder shall be agreed to in writing by the parties before such modification shall be effective. Changes in the Quote for Services that are requested by you do not become binding unless we accept the change in writing. Any such changes may result in additional or increased charges, and you agree to pay such increased charges.

Return of Products-

As noted above, all Special-Order products require 100% prepayment and cannot be returned. Once ordered, most other products and equipment are non-cancellable, non-refundable and/or subject to a 15% restocking and return fee in accordance with the manufacturer's or our vendor's requirements. Completion & Final Acceptance of Services. Upon our completion of the Services, you will be available for consultation, final walk-through, and final sign-off for the project. If you are unavailable, unless otherwise agreed in writing, then you accept that the Services have been completed to your satisfaction and payment in full is due.

Warranty-

We warrant that all Services will be performed in a professional manner consistent with industry standards and free from defects for a period of one (1) year after we have completed the Services. To have an effective warranty claim within the one (1) Year warranty period, you must provide us notice within 10 days of your discovery of the breach of warranty. We also warrant that all products will conform to their published specifications and, to the extent allowed, we pass on the manufacturer's warranty to you. We will attempt to assist you in resolving any material defects you may encounter with the products; however, upon completion of our Services, product warranty issues become your obligation, and any repair, warranty, service, defect or replacement obligations are the sole responsibility of the product manufacturer. You are responsible for product registration for warranty purposes if this is required by the manufacturer. All warranties exclude exposure to chemicals, odors, heat or light; normal wear and tear; modifications; or damage caused by abuse, improper use, or use which exceeds published limitations.

Limitation on Warranty-

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT BEING LIMITED TO, ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LACK OF VIRUSES, AND NON INFRINGEMENT.

Cancellation-

In the event you want to cancel the Agreement, you agree to notify SMARTSolutions in writing or by email 15 days before the scheduled start date. Except for your payment of any Special Orders, if you

provide us proper cancellation notice, you will not be assessed any cancellation fees. If you do not provide us proper 15-day cancellation notice, you agree to pay for all Special Orders plus a cancellation fee equal to 15% of the total Quote cost to cover our administration, lost work and scheduling costs. If you elect to cancel our Services after we have begun work, you agree to pay for all Special Orders plus a cancellation fee equal to 50% of the total Quote cost to cover our administration, lost work and scheduling costs. Postponement of scheduled Services rather than cancellation is acceptable only if the rescheduled date is bona fide and within four weeks of the initial date scheduled.

Insurance-

We maintain at our sole expense: (a) general commercial liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) worker's compensation and employer's liability insurance; and (c) all insurance required by law.

Miscellaneous:

Choice of Law and Venue: The parties agree that this Agreement is to be governed by and construed under the law of the State of Florida without regard to its conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state or federal court in Hillsborough County, Florida.

Severability: If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Attorney Fees: In the event either party retains an attorney for the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred whether said attorney's fees are incurred for the purpose of negotiation, mediation, trial, appellate or other legal services.

Force Majeure: Neither party will be liable nor in breach of its obligations under this Agreement (except the obligation to make payments when due) to the extent such performance is delayed or prevented due to causes beyond such party's reasonable control ("Event of Force Majeure"), including but not limited to, Acts of God; terrorism; pandemics; national, state or local state of emergencies; war; material shortages; acts (or omissions) of the other party or its contractors, suppliers, employee or agents; act of government; labor disputes; or transportation shortages.

Amendment and Modification: These Terms & Conditions may only be amended or modified in a writing signed by each party.