

TSR

**COMMUNITY DEVELOPMENT
DISTRICT**

May 11, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

TSR Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

May 4, 2022

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 May 11, 2022, at 5:00 p.m., at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments [3 minutes per person]
3. Continued Discussion: DTE Credit for Unworked Maintenance Team Hours
4. Consideration of Resolution 2022-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
5. Review/Discussion: Landscape Maintenance Contract and Specification for Bidding Purposes
6. Discussion: Review of Cunningham Park Gate Open/Closure Options
 - A. Dusk to Dawn Enforcement
 - B. Signage
 - C. Trespassing Agreement
7. Continued Discussion: Welcome Center and Construction Options
 - A. General Update
 - B. Procurement Process for Architectural Services and Potential Construction
 - C. Potential Funding Options
8. Continued Discussion: Firebush Shrub Replacement

9. Acceptance of Unaudited Financial Statements as of March 31, 2022
10. Approval of April 13, 2022 Regular Meeting Minutes
11. Action & Completed Items
12. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *Heidt Design, LLC*
 - I. Continued Discussion: Line of Sight Issues at Longspur and Heart Pine Avenue Intersection and at Longspur and Fence Post Drive Intersection
 - II. Discussion/Consideration of Rocchetta A:DB (RADB) Proposal for Gunn Highway Landscape Maintenance Yard
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: June 8, 2022 at 5:00 p.m.
 - QUORUM CHECK
 - D. Lifestyle Director & Amenity Manager: *WTS International*
 - Monthly Summary Report
 - E. Operations Manager: *Wrathell, Hunt and Associates, LLC*
13. Supervisors' Requests
14. Adjournment

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

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

Sincerely,

 Chesley E. Adams, Jr.
 District Manager

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COMMUNITY DEVELOPMENT DISTRICT

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Month	Total Amount Should Have Been Invoiced	Irrigation (10.7%)	Fert/Pest (17.05%)	Corporate & Overhead (15%)	Maintenance
Jan-21	\$ 93,618.79	\$ 10,014.98	\$ 15,966.54	\$ 14,042.82	\$ 53,594.45
Feb-21	\$ 93,618.79	\$ 10,014.98	\$ 15,966.54	\$ 14,042.82	\$ 53,594.45
Mar-21	\$ 93,618.79	\$ 10,014.98	\$ 15,966.54	\$ 14,042.82	\$ 53,594.45
Apr-21	\$ 93,618.79	\$ 10,014.98	\$ 15,966.54	\$ 14,042.82	\$ 53,594.45
May-21	\$ 100,194.79	\$ 10,718.46	\$ 17,088.06	\$ 15,029.22	\$ 57,359.05
Jun-21	\$ 100,194.79	\$ 10,718.46	\$ 17,088.06	\$ 15,029.22	\$ 57,359.05
Jul-21	\$ 100,194.79	\$ 10,718.46	\$ 17,088.06	\$ 15,029.22	\$ 57,359.05
Aug-21	\$ 100,194.79	\$ 10,718.46	\$ 17,088.06	\$ 15,029.22	\$ 57,359.05
Sep-21	\$ 100,194.79	\$ 10,718.46	\$ 17,088.06	\$ 15,029.22	\$ 57,359.05
Oct-21	\$ 100,428.79	\$ 10,743.49	\$ 17,127.97	\$ 15,064.32	\$ 57,493.01
Total 10 Months	\$ 975,877.90	\$ 104,395.72	\$ 166,434.43	\$ 146,381.69	\$ 558,666.06

Item	Amount	Notes
Maintenance Materials	\$ 9,140.09	Landscape Roundup
Lodging	\$ 4,532.11	Hotels
Meals	\$ 1,796.71	
Overtime	\$ 2,492.88	
Gary Hawkins' Salary	\$ 61,333.33	20% of Salary goes to overseeing Fert/Pest & Irrigation
Subtotal	\$ 79,295.12	
Maintenance (F-12) Minus Subtotal (B-20)	\$ 479,370.94	

Item	Amount	Notes
10 Months - Proposed Hours in Bid	27,520	
10 Months - Labor Report Actual Hours	21,277	
10 Months - Variance of Hours	6,243	
Rate Per Hour	\$ 17.42	
Potential Amount to Credit Customer	\$ 108,747	
	\$ -	
Amount Not Invoiced Customer (1.1.21 - 10.31.21)	\$ 75,850	10.1.19 - 3.31.22 (See Cell AL-57 on Invoicing Reconciliation Tab)
Unrealized 3% (10.1.20 - 9.30.21)	\$ 34,689	See Cell AL-38 on Invoicing Reconciliation Tab
Unrealized 3% (10.1.21 - 3.31.22)	\$ 36,338	See Cell AL-39 on Invoicing Reconciliation Tab
Potential Amount to Credit DTE	\$ 146,877	
Amount to Credit Customer	\$ (38,130)	Potential Amount to Credit Customer Minus Potential Amount to Credit DTE (This shows Customer technically owes DTE this amount)
Amount to Credit Customer Excluding 3% Increases	\$ 32,897	Potential Amount to Credit Customer Minus Potential Amount to Credit DTE (This shows DTE technically owes Customer this amount)
2021 4th Quarter Enhancement Credit	\$ 20,000	Offered \$20k in Sod Replacement
	\$ 52,897	

Service	Village 1	Village 2	Village 2 DT	Village 3	Rangeland	Total	%
General Services	\$ 294,658	\$ 136,832	\$ 33,532	\$ 32,364	\$ 35,514	\$ 532,900	51.16%
Retention Pond	\$ 132,750	\$ 28,125	\$ 6,026	\$ 44,596	\$ 7,650	\$ 219,147	21.04%
Palm Trimming	\$ 230	\$ 210	\$ -	\$ -	\$ -	\$ 440	0.04%
Maintenance Subtotal	\$ 427,638	\$ 165,167	\$ 39,558	\$ 76,960	\$ 43,164	\$ 752,487	72.25%
Turf Care	\$ 58,932	\$ 27,366	\$ 6,706	\$ 6,473	\$ 7,103	\$ 106,580	10.23%
Tree/Shrub Care	\$ 39,288	\$ 18,244	\$ 4,471	\$ 4,315	\$ 4,735	\$ 71,053	6.82%
Fert/Pest Subtotal	\$ 98,220	\$ 45,610	\$ 11,177	\$ 10,788	\$ 11,838	\$ 177,633	17.05%
Bed Dressing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Irrigation	\$ 52,380	\$ 31,140	\$ 9,720	\$ 10,080	\$ 8,100	\$ 111,420	10.70%
Total without Pine Straw	\$ 578,238	\$ 241,917	\$ 60,455	\$ 97,828	\$ 63,102	\$ 1,041,540	100.00%
Pine Straw Bales	15,041	9,640	3,500	3,833	836	32,850	
\$6.00 Per Bale	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	
Total \$ Pine Straw	\$ 90,246	\$ 57,840	\$ 21,000	\$ 22,998	\$ 5,016	\$ 197,100	
Original Contract with P/S	\$ 668,484	\$ 299,757	\$ 81,455	\$ 120,826	\$ 68,118	\$ 1,238,640	

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COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-06

A RESOLUTION OF THE TSR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Pasco County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of May, 2022.

Attest:

TSR COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TSR COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022	Regular Meeting	5:00 PM
November 9, 2022	Regular Meeting	5:00 PM
December 7, 2022	Regular Meeting	5:00 PM
January 11, 2023	Regular Meeting	5:00 PM
February 8, 2023	Regular Meeting	5:00 PM
March 8, 2023	Regular Meeting	5:00 PM
April 12, 2023	Regular Meeting	5:00 PM
May 10, 2023	Regular Meeting	5:00 PM
June 14, 2023	Regular Meeting	5:00 PM
July 12, 2023	Regular Meeting	5:00 PM
August 9, 2023	Regular Meeting	5:00 PM
September 13, 2023	Public Hearing and Regular Meeting	5:00 PM

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COMMUNITY DEVELOPMENT DISTRICT

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NOTICE TO CONTRACTORS
LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS, WATER
MANAGEMENT AREAS AND SIMILAR PLANTING AREAS
WITHIN THE DISTRICT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the TSR COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), PASCO COUNTY, FLORIDA, until __:00 p.m., local time, _____, _____, 2022, at the following location, _____, and commencing at __:00 p.m. on the above date, such bids as received will be opened and read aloud at the District Office.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high-quality maintenance of grass and landscaped areas, which includes but is not limited to, the maintenance of sprinkler systems, fertilization and weeding as required, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the District Office.

A mandatory pre-bid conference will be held in the parking lot of Cunningham Park, 12131 Rangeland Blvd., Odessa, FL 33556 beginning at __:00 AM. local time on _____, _____, __, 2022. A presentation, discussion and tour of the facilities will be conducted at this time. Bids will be accepted only from those contractors who have representative(s) at the conference.

A certified or Cashiers Check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Deposit"), made payable to TSR Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

District Manager

the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

- 2.07. **FAMILIARITY WITH LAWS-** The bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility. By execution of the proposal, bidder represents he has familiarized himself with all such laws, ordinances, rules and regulations.
- 2.08. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.
- 2.09. **QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT-** If requested by the District, bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.
- 2.10. **QUALIFICATION OF BIDDERS-** It is required that all bidders enclose with their sealed bids the following information:
 - a. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Collier County Occupational License w/number and date of expiration, Restricted Pesticide License status, and banking and credit references.
 - b. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
 - c. List similar contracts for landscape maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
 - d. The contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
 - e. The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The bidder shall submit, with his bids, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.
- 2.11. **DISQUALIFICATION OF BIDDER-** More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.
- 2.12. **RIGHT TO REJECT PROPOSALS-** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the District any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in writing to all bidders by facsimile, e-mail, United States Mail or by hand delivery.
- 2.13. **AWARD OF CONTRACT-** The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these

specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the District is satisfied that the bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the owner within the time specified. The District shall provide all bidders with a notice of its decision to award or intent to award the contract by facsimile, e-mail, United States Mail or by hand delivery.

2.14 **BID PROTEST-** Any bidder desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:

- A. the bid or proposal number and/or title
- B. the name and address of the protesting party
- C. a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
- D. a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
- E. a demand for relief to which the protesting party deems himself entitled
- F. such other information as the protesting party deems himself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review all timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties' rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and Counsel.

The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Board shall:

- A. Rule upon offers of proof and receive relevant evidence
- B. Enter orders
- C. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision.

- 2.15 **RETURN OF THE PROPOSAL GUARANTY-** As soon as the bid prices have been compared, the District may, at his discretion, return the guaranty deposit accompanying such proposals as in his judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective bidders whose proposals they accompany. All guaranteed deposits for bid bonds shall be returned once the bidder to whom the contract is awarded executes the contract and provides District with all required Bonds and certificates of insurance.
- 2.16 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the bidder by the District, the attorney for the District will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of agreement which is attached to the various papers which were delivered by the District or his representative to the bidder in the first instance. The bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.
- 2.17 **FAILURE TO EXECUTE THE CONTRACT-** The failure on the part of the successful bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of guaranty deposited with the proposal, either in the form of a Certified or Cashier's Check, a Bid Bond, will be retained or paid upon demand by the District, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each bidder in advance that the owner will sustain certain damages too difficult to accurately ascertain, and in no event shall the bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.
- 2.18 **TIME AND AWARD-** The District reserves the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors.
- 2.19 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.

* Responsive Bidder: Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

** Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

**SECTION 3
GENERAL CONDITIONS**

- 3.01 **DEFINITIONS-** Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:
- a. **Addenda** - A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including specifications issued by the District and distributed to the prospective bidders prior to the bid opening.
 - b. **Affidavit** - The instrument which is to be signed by the contractor and submitted to the District through the Engineer, upon completion of the job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the District incident to progress payments,
 - c. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
 - d. **Article** - The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.
 - e. **Bidder** - An individual, firm, or corporation submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
 - f. **Bid Security or Bid Bond** - The security designated in the proposal to be furnished by the Bidder as guaranty that he will enter into the contract for the work if his/her proposal is accepted.
 - g. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
 - h. **Change Order** - A written order to the contractor signed by the District authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the execution of the contract.
 - i. **Contractor** - The person submitting a proposal accepted by the District who thereafter enters into a formal contract with the District to furnish the work as bid upon. The contractor has the obligation to deliver to the District the completed job in good and workman like condition in accordance with the contract specifications.
 - j. **Contract Bond** - The security furnished by the contractor and surety as a guaranty that the contractor will fulfill the terms of the contract in accordance with the specifications and the other Contract Documents, also referred to herein as the Performance Bond.
 - k. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:
 - 1. Notice to Contractor
 - 2. Instructions to Bidders
 - 3. General Conditions
 - 4. Contract/Agreement
 - 5. Proposal
 - 6. Detailed Specifications
 - l. **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper landscape maintenance and acceptable completion of the work.

- m. **Force Account Work** - Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- n. **Landscape Maintenance** - Landscaping maintenance includes the activities necessary to properly maintain right-of-ways, water management areas, parks, and lawns and similar planted areas, and repair of damaged irrigation systems. Activities may include, but are not limited to, mowing, edging, removal of weeds, fertilization, watering, pruning of trees and shrubs, insect/disease control, and mulching.
- o. **Materials** - Any substance proposed to be used in connection with the construction of any structure, facility, or appurtenance, or of other work, either by the contractor or by its subcontractors i.e. plants, trees, mulch, fertilizer, pesticides, etc. and any substance or equipment purchased by the contractor for resale to the District in the Contract.
- p. **Notices** -
 1. Notice of Acceptance- The official letter from the District to the successful bidder, notifying him/her that he/she has been awarded the Contract.
 2. Notice of Award- Same as Notice of Acceptance
 3. Notice to Proceed- The official letter from the District to the Contractor instructing the Contractor to commence work under the Contract.
- q. **District** - The Fiddler's Creek Community Development District #1
- r. **Person** - The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- s. **Principal** - When used in the Bid Bond or Bid Security, the word "principal" means the same as the word "bidder". When used in the Contract Bond, the word "principal" means the same as the word "Contractor".
- t. **Pronouns** - The Masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- u. **Proposal** - The offer of the bidder for the work when completely filled out and properly submitted on the prescribed proposal form, properly signed and guaranteed.
- v. **Proposal Form** - The official form on which the District requires formal bids to be prepared and submitted.
- w. **Provided** - As used in the specifications, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as detailed, as indicated, or words of similar import are used it shall be understood that references to the specifications accompanying these documents are intended unless otherwise expressly stated.
- x. **District Representative** - An authorized representative and/or employee of the District assigned to the project to make observations of the work performed by the Contractor.
- y. **Scope of Work** - Includes the Work, as the term as herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- z. **Specifications** - The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.

- aa. **Special Conditions-** Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for the project.
- bb. **State -** State of Florida
- cc. **Subcontractors -** A person supplying labor, materials, supplies, equipment, services, and other incidentals, used directly or indirectly by the contractor. Such persons have contractual relations with the contractor, but not with the District.
- dd. **Superintendent -** The contractors authorized executive representative, in responsible charge of the work at all times.
- ee. **Surety -** The corporate body which is bound by the Contract Bond with and for the contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.
- ff. **Work Order -** A written authorization to the contractor signed by the District, concerning the performance of the work and/or the furnishing of materials on a force account basis as provided in the General Conditions.
- gg. **Work -** Shall mean everything expressed or implied, required to furnished and/or done by the Contractor by any one or more of the Contract Documents.

3.02 **OBLIGATIONS OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT-**

- a. The bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks, and paved paths, grounds, surface and subsurface, and any other conditions surrounding and affecting the work, and physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof.
- b. The bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

3.03 **EXAMINATION OF CONTRACT DOCUMENTS-** The bidder shall examine carefully the specifications and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the work be performed under the Contract. Ignorance on the part of the contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.04 **DISCREPANCIES-** Should a bidder find discrepancies or ambiguities in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall, at once, notify the District.

3.05 **ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING-** No oral interpretations will be made to any bidder as to the meaning of the Contract Documents. Any inquiry or request received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective bidders not later than five (5) days prior to the established bid opening date. Each prospective bidder shall acknowledge receipt of such addenda in the space therefore provided in the proposal form. In case any bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless, be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of receipt of all addenda, whether or not received by him. It is the responsibility of each prospective bidder to verify that he has received all addenda issued before bids are opened.

3.06 **FAMILIARITY WITH LAWS-** The bidder shall comply and be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.

3.07 **PREPARATION AND SUBMISSION OF BIDS-**

- a. Signature of the Bidder- The bidder must sign the Proposal form in the space provided for the signature. If the bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The bidder shall state in the proposal the name and address of each person interested therein.
- b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.
- c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.
- d. Submission of Bids-
 1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.
 2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the bidder.
 3. The bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the District prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the District in writing by the contractor, which shall include the reasons for such request.
 4. The bidder shall submit with his proposal evidence of his experience in Landscape Maintenance and financial status by providing the following:
 - i. proof that he maintains a permanent place of business; and
 - ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high-quality manner, and
 - iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - iv. proof that he has successful contractual and technical experience in work of a similar size and scope; and
 - v. proof that he has/holds or can obtain, prior to award of the bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the bidder and the work detailed in the contract documents; and
 - vi. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.

- e. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the TSR Community Development District #1; 9220 Bonita Beach Road, suite 214; Bonita Springs, FL 34135 ATT: Cleo Adams, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to Cleo Adams. Proposals will be received until the date and hour stated in the Notice to Contractors.

3.08. **DISQUALIFICATION OF BIDDERS-**

- a. One Bid per Proposal Area- Only one bid per proposal area or combination of proposal areas from an individual firm, partnership or corporation under the same or under different names may be considered. If it is believed that a bidder submits or is interested in ore than one bid per proposal area for the work involved, all bid proposals in which bidder is interested will be rejected.
- b. Collusion among Bidders- If it is believed that a collusion exists among the bidders, the proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future proposals for the same work.

3.09. **WITHDRAWAL OF A BID-** Any bid may be withdrawn prior to the time scheduled in the Notice to Contractors for the opening thereof.

3.10. **MODIFICATION OF BIDS-** No modification to the bid will be accepted from bidders.

3.11. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Notice to Contractors. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

3.12. **CONSIDERATION OF BIDS-** For the purpose of award, after proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the proposal and the unit prices will be considered the bid. The amount then will be compared and the results of such comparison made available to the public. Until the final award of the contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interests of the owner.

3.13. **RIGHT TO ACCEPT OR REJECT BIDS-** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instructions to bidders, and the contract documents, maybe rejected at the option of the District. The District does not bind itself to accept the minimum bid stated herein, but reserves the right to accept the lowest responsive and responsible bid which in the judgment of the District will best serve the needs and interests of the District. Rejections of bids shall be provided in writing to all bidders by facsimile, e-mail, United States Mail or by hand delivery.

3.14. **AWARD OF CONTRACT-**

- a. The District reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re advertise for all or part of the work contemplated. The District reserves the right, prior to award of contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed 25 percent (25%) of the total bid prices for the project. If bids are found to be acceptable by the District, written notice will be given to the lowest responsive and responsible qualified bidder of the acceptance of his proposal and of award of the contract to him.
- b. If a bidder to whom a contract is awarded forfeits and fails to execute the contract as provided for herein, the award of the contract is annulled, the District may then award the contract to the next lowest responsive and responsible qualified bidder or the work may be re advertised or may be constructed by day labor as the District decides.
- c. The contract will be awarded to the lowest responsible high-quality bidder that best serves the interests of the District complying with the applicable conditions of the contract documents. In determining the lowest responsive and responsible bidder, the following element, in addition to those noted in the contract documents, will be considered:

1. Whether each bidder:
 - a. maintains a permanent place of business; and
 - b. has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high-quality manner, and
 - c. has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - d. has successful contractual and technical experience in work of a similar size and scope; and
 - e. has/holds or can obtain, prior to the award of the bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the bidder and the work detailed in the contract documents; and
 - f. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
2. The amount of work each bidder, intends to perform with his own organization and the amount of work he intends to subcontract.
3. The qualifications of the subcontractors that the bidder proposes to use.
4. The District also reserves the right to reject the proposal of a bidder who has failed to perform or to complete contracts similar in nature on and in a competent and high-quality manner.
5. The District shall provide all bidders with a notice of its decision to award or intent to award the contract by facsimile, e-mail, United States Mail or by hand delivery.

- 3.15 **BID PROTEST**- Any bidder desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:
- A. the bid or proposal number and/or title
 - B. the name and address of the protesting party
 - C. a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
 - D. a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
 - E. a demand for relief to which the protesting party deems himself entitled
 - F. such other information as the protesting party deems himself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review all timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties' rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and Counsel.

The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Board shall:

- C. Rule upon offers of proof and receive relevant evidence
- D. Enter orders
- E. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision

- 3.16. **EXECUTION OF CONTRACT-** The bidder to whom a contract is awarded will be required to deliver to District two (2) executed contracts and all applicable certificates of insurance within five (5) days of the award of the contract.
- 3.17. **INTENT AND CORRELATION OF DOCUMENTS-** The contract documents cover, with explicit provisions, all matters relating to the work which the contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the contractor has, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the contract documents, for, after the award, no deviation will be allowed from the interpretation thereof. The intent of the contract documents is to include all labor, materials supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the contract documents. The contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as shall apply with equal force all work, including extra work, performed under this contract, whether performed either directly by the contractor or by any subcontractor.
- 3.18. **NOTICE AND SERVICE-** All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the contractor shall be sufficiently given if delivered to such office of the contractor specified in the proposal (or to such other office as the contractor may from time to time designate), or if deposited in the United States mail in sealed postage prepaid envelope sent certified mail return receipt requested, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the contractor to the District, or to any of his representatives shall unless otherwise specified in writing to the contractor, be delivered to the office of the TSR Community Development District; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attn: Cleo Adams, and any other notice or demand upon the District shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope sent certified mail return receipt requested, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the District or to such other address as the District may subsequently specify in writing to the contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with the U.S. postal service, or in the case of telegrams, at the time of actual receipt thereof.

- 3.19. **TERMS OF CONTRACT-**

- a. The contract shall be for a period of twelve (12) months with an option to renew for up to four (4) additional twelve (12) month periods by the District, commencing **October 1, 2022**.
- b. The TSR Community Development District reserves the right to terminate the contract in accordance with the provisions of section 3.32 herein.

3.20. **MATERIALS, APPLIANCES, EMPLOYEES-** The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him. Employees of the contractor whose work is unsatisfactory to the District or who are incompetent, unskilled or disorderly, who use threatening or abusive language to any person, or who are otherwise objectionable shall be dismissed from the work upon notice from the District and shall not be employed on the work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the work.

3.21. **SALES TAX AND EXCISE TAX-** All sales tax and excise tax shall be paid by the contractor.

3.22. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR-** The contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District and resident project representative and with other contractors in every way possible. The contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the work, who shall, as the contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of the work sublet.

The contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and which is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to contractor as specific consideration for this indemnification.

In any and all claims against the owner or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in anyway the conduct of all persons engaged in or the materials or methods used by him, on the work. At the time of execution of the contract the contractor shall furnish to the District and the District's agent certificates of insurance evidencing the existence of the insurance policies as required herein.

3.23. **SURVEYS, PERMITS, AND REGULATIONS-** Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the contractor, unless otherwise specified.

The contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The contractor shall save harmless the District and all its officers, agents, and servants, against any claims or liability arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by himself, his employees, or subcontractors.

3.24. **PROTECTION OF PROPERTY AND THE PUBLIC-** The contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents.

The contractor shall take all necessary precautions for the safety of employees in the performance of the work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or near the work.

In an emergency affecting the safety of life of the work or of adjoining property, the contractor shall act promptly at his discretion to prevent threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any request for compensation claimed by the contractor on account of emergency work shall be reviewed by the owner upon contractor submitting proof and documentation to the owner, in a form acceptable to the owner, and within thirty (30) days of receipt of all necessary documents, District shall make a determination as to whether or not pay such claim.

The contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by him or his employees or subcontractors, or which he or they might have prevented. The contractor shall, at all time while the work is in progress, use extraordinary care to see that adjacent building are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if available. The contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

3.25. INSURANCE-

- a. The contractor shall provide and maintain during the life of this contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, The contractor shall require each subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees who are engaged in hazardous work under this contract at the site of the project are not protected under the "Workmen's Compensation" statute, the contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b. The contractor shall provide and maintain during the life of this contract, a comprehensive and general liability insurance policy insuring contractor, its employees, and any subcontractor and its employees performing work under the contract of and from all damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The contractor shall also provide and maintain during the life of this contract insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a limit of \$2,000,000.00 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The owner shall be named as additional insured.
 2. Comprehensive Auto Liability Insurance. The District shall be named as an additional insured.
 3. Contractual Liability Insurance. The District shall be named as additional insured.
- c. All such insurance shall be obtained from companies licensed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance Required herein.
- d. At the time of execution of the contract, the contractor will file with the owner certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

3.26. **PERFORMANCE BOND**- No Performance Bond shall be required.

3.27. **AUTHORITY OF THE DISTRICT**- The District or resident project representative shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to any failure of the part of the contractor to carry out orders given by the District or the resident project representative to perform any or all provisions of the contract. The contractor shall not suspend the work necessary and convenient to perform Landscape Maintenance without the written permission of the District.

3.28. **EXAMINATION OF THE WORK**- The authority and duties of the District's resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting their findings. The District does not underwrite, guarantee or ensure the work done by the contractor. It is the contractor's responsibility to perform the work in all details in accordance with the contract documents, and the District shall never be responsible or liable to the contractor or any other party by reason of the contractor's failure to do so. Failure by the District or by any project representative or other representatives of the District engaged in on-site observation to discover defects or deficiencies in the work of the contractor shall never, under any circumstances, relieve the contractor from his liability therefor to the District, or subject the District to any liability to the contractor, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the contractor to any project representative, is strictly prohibited, and any such act on the part of the contractor will constitute a violation of the contract.

3.29 **DEFECTIVE WORK**- Within seven (7) calendar days after being notified in writing of defective work, should the contractor fail or refuse to correct any defective work performed, or to make any necessary repair in a manner acceptable to the District's resident representative and in accordance with the requirements of the contract, the District may cause the unacceptable or defective work to be corrected or authorize such repairs as may be necessary to be made. Any expense incurred by District making corrections or repairs, which the contractor has failed or refused to make within such seven (7) day period may be paid for out of any monies due or which may become due the contractor to make any or necessary repairs promptly, fully, and in a manner acceptable to the District. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the District to declare the contract in default without further notice, upon which the District may terminate the contract and contract with another contractor to perform the work.

All costs and expenses incurred by reason of the contractor's default thereby shall be charged against the defaulting contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed, as described herein, shall not relieve the contractor in any way from his responsibility for the work performed by him.

3.30. **EXTRA WORK**- The contractor shall do all extra work not specified herein that may be ordered in writing by the District. Extra work and the cost thereof shall be agreed upon between both parties and if the parties are unable to agree, the formula set forth in the remainder in this section shall be utilized.

- a. For all labor, including a foreman in the direct charge of the specified operations, the contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be in full compensation to the contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the contractor shall be paid the actual cost of paying social security taxes and premiums for unemployment insurance, workmen's compensation insurance, and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
- b. For all materials used, the contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
- c. For any special machinery or special equipment, including fuel and lubricants thereof, required for the performance of extra work, the District shall allow the contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the contractor as payment in full for all work done.

The contractor's representative and the District shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form for such purpose by the District and shall be signed by both the representative referred to herein, one copy being submitted to the District and the other being retained by the contractor.

3.31. **CANCELED ITEMS AND PAYMENTS THEREFORE**- If the contractor shall fail to begin the work called for by the contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the time prescribed, or shall perform the work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, or shall otherwise be in breach of this contract, the District may give notice in writing to the contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the contractor to correct the same.

If the contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the District shall, have full power and authority, without violating the contract, to terminate this contract and/or to take the prosecution of the work out of the hands of the contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into a contract with another contractor for the completion of the work or to use such other methods as, in the opinion of the District, shall be required for the completion of the work in an acceptable manner.

Contractor shall be liable for all damages, costs and charges incurred by the District together with the cost of completing the work under the contract, shall be deducted from any monies due or which may become due the contractor. In the event that the expense so incurred by the District shall be more than the sum which would be have been payable under the contract if the work had been completed by the contractor, the contractor shall be liable and shall pay to the owner the amount of such excess within ten (10) days of receiving a written statement from the District specifying the amount due and owing the District.

3.32. **TERMINATION**- The performance of the work under this contract may be terminated by the District in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be affected by delivery to the contractor of a notice of termination specifying the extent to

which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval of ratification of the District to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the District, in the manner, at the times, and to the extent, if any, directed by the District, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the District may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which the District has or may acquire an interest.
- h. Deliver to District waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

After receipt of a notice of termination, the contractor shall submit to the District his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by contractor after the effective date of the notice of termination. Upon failure of the contractor to submit his termination claim within the time allowed, the contractor shall be deemed to waive any right to any further compensation.

The contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the contractor shall be paid the agreed amount.

The total sum to be paid to the contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the contractor the fair value, as determined by the District, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District.

In arriving at the amount due the contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the contractor, applicable to the terminated portion of this contract, (2) any claim which the District may have against the contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the District.

- 3.33. **ACTS OF GOD AND OTHERS**- The contractor shall not be responsible for damage caused by natural catastrophe such as any force majeure, acts of god, hurricane, hailstorm, or tornado, and acts of others.
- 3.34. **ASSIGNMENT OF CONTRACT**- No assignment by the contractor of this contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the District.
- 3.35. **SUBCONTRACTORS**- The contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by such specialty subcontractors.

The contractor shall not award any work to any subcontractor without prior written approval of the District. The contractor shall be as fully responsible to the District for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create contractual relations between any subcontractor and the District.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the General Conditions, the Special Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating and subcontract that the owner may exercise over the contractor under any provision of the contract documents.

- 3.36. **SEPARATE CONTRACTS**- The District reserves the right to let other contracts in connection with this project. The contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- 3.37 **AWARD OF CONTRACT**- This contract consists of the Proposal for lawn and landscape areas as more specifically set forth in the Detailed Specifications.

It is intended that all work to be performed under the Proposal shall commence **October 1, 2022**. As such, payments under the Proposal shall not commence until work is commenced. In no event shall District be obligated to pay for work not performed or materials not furnished.

- 3.38 **PERFORMANCE TO CONTRACT TERMS** -The District reserves the right to audit levels of service provided by the Contractor under terms of this agreement and to request activity reports, vehicle and/or personnel records from time to time. Such requests will be directed to the Contractor by the District or District's agent. The Contractor shall be obligated to respond to these requests and provide requested information or documentation within two weeks of receiving the request.

Disputes, discussions or negotiations regarding levels of service or performance to contract terms shall take place exclusively between the Contractor, or Contractor's agent, and the District's Board of Supervisors or District's agent. Discussion of such issues in meetings of Fiddlers Creek residents, ether formal or informal, is expressly prohibited under this agreement and shall be considered a breach of contract terms.

**SECTION 4
CONTRACT**

**AGREEMENT BETWEEN THE TSR COMMUNITY DEVELOPMENT DISTRICT AND
_____ FOR LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2022, by and between:

TSR Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

_____, a _____ company, with a mailing address of _____ (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance adopted by Pasco County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure including landscaping and irrigation; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 4.1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 4.2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 4.3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 4.3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance services for the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a frequency outlined therein. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4.4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 4.3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Landscape Consultant to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4.5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor monthly in accordance with the bid schedule for satisfactorily completed work. The term of this Agreement shall be from October 1, 2022 through September 30, 2023 unless terminated earlier by either party in accordance with the provisions of this Agreement. // The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement. // This Agreement shall be eligible for four one-year renewals, beginning October 1, 2023.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4.6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 4.7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs,

arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 4.8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 4.9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 4.10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 4.11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District 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 the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 4.12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner

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contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 4.13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 4.14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 4.15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 4.16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 4.17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 4.18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 4.19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 4.20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 4.21. 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 the Parties.

SECTION 4.22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 4.23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: TSR Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Contractor: _____

Attn: _____

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

SECTION 4.24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 4.25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

SECTION 4.26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Chuck Adams** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PH: (561) 571-0010, E-MAIL: ADAMSC@WHHASSOCIATESS.COM.

SECTION 4.27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 4.28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each

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deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 4.29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 4.30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**TSR COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

As to Contractor:

By: _____

Its: _____

TSR

on the part of the bidder to timely comply with this provision shall give District all rights and remedies set forth in Section 2.17, of the Instructions to Bidders.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the work actually performed as determined by the contract and the District. However, in utilizing the schedule, the bidder agrees that in no event shall compensation paid to the bidder under the contract exceed the dollar amount of the bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence **October 1, 2022.**

In no event shall District be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESS

By: _____
Signature of Authorized Agent

(SEAL)

EXHIBIT A SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

SCHEDULE "A" – GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as community entrances and parks will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 15th through October 15th and bi-weekly during the non-growing season from October 15th through March 15th. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of management. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. Owner will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when management requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period.
- c. Turf shall be cut with high speed rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing heights will be set at 2"-3" for Zoysia turf and at 3½" to 4½" for Bahia turf. At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Due to irrigation regulations and periods of drought, with approval from management, heights may be increased to decrease turf damage.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings, maintenance strips or ponds is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to

replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a.) String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.
- d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge on a quarterly basis.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles, onto other hardscape surfaces into roadside catch basins or ponds.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts, in-ground water meter covers and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the owner within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.

- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by management.
 - c. Pruning of trees up to a height of 14 feet for roadway travel lane clearance is included in the scope of the work. If pruning is required above the height of 14 feet contractor shall propose an extra service to management and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
 - d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
 - e. Removal of wood stakes and guying systems from trees as needed.
 - f. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function. The Maintenance Contractor should meet with Landscape Architect on site to confirm design intent. This intent will be documented for future reference.
 - g. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
 - h. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year in late February to early March per UF IFAS Extension.
 - i. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.
 - j. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.
2. Edging
- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
 - b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
 - c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

- d. Once trees are established, tree saucers/rings shall be maintained at a diameter tight to the tree's trunk as specified by the Landscape Architect.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand. Also, in beds where chemicals could damage plant material, weeds will be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit – C Extra Services Pricing Summary".
- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of October through April.
- c. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Daily, the contractor will communicate with management for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by management which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management by the 5th of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the Developer's Representative and submit a report of the crew's accomplishments at the end of each week to Management. In order to maintain

continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the CDD Representative that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.

- b. Contractor will produce a roster for the onsite staff including irrigation and agronomic support specialists prior to the commencement of work. The roster should be consistent with the crew size stated during the bidding process and should be adjusted seasonally to reflect the project's labor requirements throughout the year. Further, the contractor will produce a net loaded labor rate that includes all associated burdens such as payroll taxes, unemployment tax and worker's compensation, but excludes the company's set overhead amount to be used for adjustments to billing as it becomes necessary. Contractor will submit weekly labor reports to District Representative's office each Monday morning that reflect attendance from the previous week. Actual labor attendance will be recorded and totaled at the end of each month and labor deficits in excess of 10% will be credited on the following month's contract service invoice using the previously mentioned net loaded labor rate. Contractor is encouraged to maintain a full roster that is required to complete the assigned tasks in the Scope of Work at all times to avoid the administration task of reconciliation.
- c. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- d. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- e. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime to which Management objects.
- f.
- g. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment operating near homes before 9:00 AM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 4 PM.

SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA

A. Application Schedule - Zoysia

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 8-0-10) with .5lb N to .75lb-50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary. Apply Horticulture Sulfur at a rate of 1:1 ½ lbs. per 1000 SF approximately two weeks before applying fertilizer.
April:	Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary. TopChoice at 2.0 lbs per 1000 sq ft.
June:	Blanket Sulpomag (granular 0-0-22) at 7 lbs per 1000 sq.ft. Insect/weed/disease control as necessary.
July:	Liquid Iron Sulphate and Techmangan. Insect/weed/disease control as necessary.
August:	Blanket Sulpomag (granular 0-0-22) application at 7 lbs. per 1,000 sq.ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Liquid Fertilization with Iron Sulphate and Techmangan, post emergent weed control, insect/disease control as necessary.
October:	Fertilization (granular 8-0-10 with .5lb N) or similar. Weed/insect/disease control as necessary. Apply Horticulture Sulfur at a rate of 1:1 ½ lbs. per 1000 SF approximately two weeks before applying fertilizer.
November:	Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
December:	Blanket Potash (granular 0-0-62) application at 4 lbs. per 1,000 sq.ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control
 - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
 - c. TopChoice granular insecticide to be applied at 2.0 lbs per 1000 sq ft for Mole Crickets once per year.
3. Weed Control
 - a. Weed control will not be limited to only the broadleaf variety under this program.
 - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

SCHEDULE “B” – TURF CARE PROGRAM - BAHIA

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization
 - a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
 - b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
 - c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
 - d. The irrigation system will be fully operational prior to any fertilizer application.

- e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
- 2. Insect/Disease Control
 - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- 3. Weed Control
 - a. Weed control will be limited to the broadleaf variety under this program.
 - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
- 4. Warranty - No warranty is provided for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed. Apply Horticulture Sulfur at a rate of 1:1 ½ lbs. per 1000 SF approximately two weeks before applying fertilizer.
March/April:	Insect/disease control/fertilization as needed.
May/June:	Insect/disease control.
July/August:	Minor nutrient blend with insect/disease control.
October:	Fall granular fertilization and insect/disease control as needed. Apply Horticulture Sulfur at a rate of 1:1 ½ lbs. per 1000 SF approximately two weeks before applying fertilizer.
December:	Insect/disease control/fertilization as needed.

B. Application Requirements

- 1. Fertilization
 - a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
 - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
 - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each

application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available and of similar size. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium Wilt that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE “D” – SPECIAL SERVICES

Note: All Special Services work is to be performed by supplemental crews

A. Bed Dressing

1. Schedule

- a. Pine Straw will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a six week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Pine Straw should be installed in weed free beds that have been properly edged and prepared.
- c. Pine Straw should be installed to maintain an adequate cover in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

B. Palm Trimming

- 1. Palms less than 12’ CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 2. Palms in excess of 12’ CT will be trimmed once per year in the months of July/August.
- 3. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 4. Trim palms so that the lowest remaining fronds are parallel to the ground or a ten and two o’clock profile. “Hurricane” cuts are only to be done at the direction of management.
- 5. When trimming, cut the frond close to the trunk without leaving “stubs”.

SCHEDULE “E” – IRRIGATION MAINTENANCE

A. Frequency of Service

- 1. Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week.
 - a. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

- 1. Activate each zone of the system.
- 2. Visually check for any damaged heads or heads needing repair.
- 3. Visually check all landscape areas irrigated with Netofim drip lines and emitters to ensure proper water flow and pressure.

4. Clean, straighten or adjust any heads/emitters not functioning properly.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Clean filters located at each zone valve monthly.
8. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements.
9. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. Request for authorization must be submitted to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the management prior to initiating any work.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit C – Extra Services Pricing Summary".
- b. When not an emergency, request for authorization must be submitted in written form to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.

3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the property within 24 hours of being detected.

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.

8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

EXHIBIT B

TSR CDD

Bid Schedule for Landscape Maintenance

October 1, 2022 thru September 30, 2023

1st Year- 12 months

Contractor:		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Item	Unit												
Turf Maint.													
mow/edge/string trim/blow	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zoysia Fert.	l/s	\$	\$	\$	n/a	n/a	\$	\$	\$	\$	\$	\$	\$
Bahia Fert.	l/s	\$	n/a	n/a	n/a	n/a	\$	n/a	n/a	\$	n/a	n/a	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
insect control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tree/Shrub Care													
fertilization	l/s	\$	n/a	\$	n/a	\$	\$	\$	n/a	n/a	\$	\$	n/a
insect control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
Shrub Pruning	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Palm Pruning	l/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$	\$	n/a
Crape Myrtle Cut backs	l/s	n/a	n/a	n/a	\$	\$	n/a	n/a	n/a	n/a	n/a	n/a	n/a
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Miscellaneous													
Detail	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total													

Note: FOR QUANTITIES AND DETAIL ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTENANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS PAYMENT PROCESS ONLY.

TSR CDD
Bid Schedule for Landscape Maintenance

October 1, 2023 thru September 30, 2024

2nd Year- 12 months

Contractor:		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Item	Unit												
Turf Maint.													
mow/edge/string trim/blow	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zoysia Fert	l/s	\$	\$	\$	n/a	n/a	\$	\$	\$	\$	\$	\$	\$
Bahia Fert.	l/s	\$	n/a	n/a	n/a	n/a	\$	n/a	n/a	\$	n/a	n/a	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
insect control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tree/Shrub Care													
fertilization	l/s	\$	n/a	\$	n/a	\$	\$	\$	n/a	n/a	\$	\$	n/a
insect control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
disease control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
Shrub Pruning	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Palm Pruning	l/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$	\$	n/a
Crape Myrtle Cut backs	l/s	n/a	n/a	n/a	\$	\$	n/a	n/a	n/a	n/a	n/a	n/a	n/a
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total													

Note: FOR QUANTITIES AND DETAIL ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTENANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS PAYMENT PROCESS ONLY.

TSR CDD

Bid Schedule for Landscape Maintenance

October 1, 2024 thru September 30, 2025

3rd Year- 12 months

Contractor:		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Item	Unit												
Turf Maint.													
mow/edge/string trim/blow	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zoysia Fert	l/s	\$	\$	\$	n/a	n/a	\$	\$	\$	\$	\$	\$	\$
Bahia Fert.	l/s	\$	n/a	n/a	n/a	n/a	\$	n/a	n/a	\$	n/a	n/a	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
insect control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tree/Shrub Care													
fertilization	l/s	\$	n/a	\$	n/a	\$	\$	\$	n/a	n/a	\$	\$	n/a
insect control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
Shrub Pruning	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Palm Pruning	l/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$	\$	n/a
Crape Myrtle Cut backs	l/s	n/a	n/a	n/a	\$	\$	n/a	n/a	n/a	n/a	n/a	n/a	n/a
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Detail	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total													

Note: FOR QUANTITIES AND DETAIL ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTENANCE SPECIFICATIONS.THIS SCHEDULE REFLECTS PAYMENT PROCESS ONLY.

TSR CDD

October 1, 2025 thru September 30, 2026

4th Year- 12 months

Contractor:

Item	Unit	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Turf Maint.													
mow/edge/string trim/blow	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zoysia Fert	l/s	\$	\$	\$	n/a	n/a	\$	\$	\$	\$	\$	\$	\$
Bahia Fert.	l/s	\$	n/a	n/a	n/a	n/a	\$	n/a	n/a	\$	n/a	n/a	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
insect control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tree/Shrub Care													
fertilization	l/s	\$	n/a	\$	n/a	\$	\$	\$	n/a	n/a	\$	\$	n/a
insect control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Shrub Pruning	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Palm Pruning	l/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$	\$	n/a
Crape Myrtle Cut backs	l/s	n/a	n/a	n/a	\$	\$	n/a	n/a	n/a	n/a	n/a	n/a	n/a
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Miscellaneous													
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total													

Note: FOR QUANTITIES AND DETAIL ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTENANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS PAYMENT PROCESS ONLY.

TSR CDD

Bid Schedule for Landscape Maintenance

October 1, 2026 thru September 30, 2027

5th Year- 12 months

Contractor:		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Item	Unit												
Turf Maint.													
mow/edge/string trim/blow	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Zoysia Fert	l/s	\$	\$	\$	n/a	n/a	\$	\$	\$	\$	\$	\$	\$
Bahia Fert.	l/s	\$	n/a	n/a	n/a	n/a	\$	n/a	n/a	\$	n/a	n/a	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
insect control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tree/Shrub Care													
fertilization	l/s	\$	n/a	\$	n/a	\$	\$	\$	n/a	n/a	\$	\$	n/a
insect control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
weed control	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
disease control	l/s	\$	n/a	\$	n/a	\$	\$	\$	\$	\$	\$	\$	n/a
Shrub Pruning	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Palm Pruning	l/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$	\$	n/a
Crape Myrtle Cut backs	l/s	n/a	n/a	n/a	\$	\$	n/a	n/a	n/a	n/a	n/a	n/a	n/a
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Miscellaneous													
Detail	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
sub-total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total	l/s	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total													

Note: FOR QUANTITIES AND DETAIL ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTENANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS PAYMENT PROCESS ONLY.

Exhibit C
Extra Services/Fees Summary

Description	Optional Years				
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Net Loaded Maint. Labor rate (hourly)					
3 man crew w/truck and hand tools (hourly)					
Irrigation tech (hourly)					
Irrigation Labor (hourly)					
PVC Parts (Less List)					
Non PVC Parts (Less List)					
Any parts over \$300 (Less List)					
Arbor Care/Storm Clean up (8 hour/truck/chipper 3 man crew)					

TSR

COMMUNITY DEVELOPMENT DISTRICT

9

**TSR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**TSR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2015	Debt Service Fund Series 2015A	Debt Service Fund Series 2016	Debt Service Fund Series 2017	Debt Service Fund Series 2018	Debt Service Fund Series 2019	Capital Projects Fund Series 2015A	Capital Projects Fund Series 2016	Capital Projects Fund Series 2018	Capital Projects Fund Series 2019	Total Governmental Funds
ASSETS												
Cash	\$3,238,007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,238,007
Investments												
Revenue	-	667,899	654,614	641,998	783,631	615,748	315,821	-	-	-	-	3,679,711
Reserve	-	630,256	652,500	481,322	403,163	320,366	165,100	-	-	-	-	2,652,707
Prepayment	-	16,851	170	-	2,881	-	-	-	-	-	-	19,902
Construction	-	-	-	-	-	-	-	441	86	38,808	2,418,738	2,458,073
Undeposited funds	1,151	-	-	-	-	-	-	-	-	-	-	1,151
Accounts receivable	23	-	-	-	-	-	-	-	-	-	-	23
Due from Developer C	53,909	-	-	-	-	-	-	-	-	-	-	53,909
Due from Homes by West Bay	25,957	-	-	-	39,851	-	-	-	-	-	-	65,808
Due from other	1,318	-	-	-	-	-	-	-	-	-	-	1,318
Due from general fund	-	30,367	30,618	30,117	37,593	30,062	15,489	-	-	-	-	174,246
Utility deposit	1,500	-	-	-	-	-	-	-	-	-	-	1,500
Total assets	<u>\$3,321,865</u>	<u>\$1,345,373</u>	<u>\$1,337,902</u>	<u>\$1,153,437</u>	<u>\$1,267,119</u>	<u>\$966,176</u>	<u>\$496,410</u>	<u>\$ 441</u>	<u>\$ 86</u>	<u>\$ 38,808</u>	<u>\$2,418,738</u>	<u>\$12,346,355</u>
LIABILITIES												
Liabilities:												
Credit card payable	\$ 869	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 869
Due to Developer	101,119	-	-	-	-	-	-	-	-	-	-	101,119
Due to debt service fund 2015	30,367	-	-	-	-	-	-	-	-	-	-	30,367
Due to debt service fund 2015A	30,618	-	-	-	-	-	-	-	-	-	-	30,618
Due to debt service fund 2016	30,117	-	-	-	-	-	-	-	-	-	-	30,117
Due to debt service fund 2017	37,593	-	-	-	-	-	-	-	-	-	-	37,593
Due to debt service fund 2018	30,062	-	-	-	-	-	-	-	-	-	-	30,062
Due to debt service fund 2019	15,489	-	-	-	-	-	-	-	-	-	-	15,489
Contracts payable	-	-	-	-	-	-	-	-	-	-	1,184	1,184
Accrued taxes payable	153	-	-	-	-	-	-	-	-	-	-	153
Total liabilities	<u>276,387</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,184</u>	<u>277,571</u>
DEFERRED INFLOWS OF RESOURCES												
Unearned revenue	181	-	-	-	-	-	-	-	-	-	-	181
Deferred receipts	79,866	-	-	-	39,851	-	-	-	-	-	-	119,717
Total deferred inflows of resources	<u>80,047</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,851</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>119,898</u>
FUND BALANCES												
Assigned:												
Restricted for												
Debt service	-	1,345,373	1,337,902	1,153,437	1,227,268	966,176	496,410	-	-	-	-	6,526,566
Capital projects	-	-	-	-	-	-	-	441	86	38,808	2,417,554	2,456,889
Unassigned	2,965,431	-	-	-	-	-	-	-	-	-	-	2,965,431
Total fund balances	<u>2,965,431</u>	<u>1,345,373</u>	<u>1,337,902</u>	<u>1,153,437</u>	<u>1,227,268</u>	<u>966,176</u>	<u>496,410</u>	<u>441</u>	<u>86</u>	<u>38,808</u>	<u>2,417,554</u>	<u>11,948,886</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$3,321,865</u>	<u>\$1,345,373</u>	<u>\$1,337,902</u>	<u>\$1,153,437</u>	<u>\$1,267,119</u>	<u>\$966,176</u>	<u>\$496,410</u>	<u>\$ 441</u>	<u>\$ 86</u>	<u>\$ 38,808</u>	<u>\$2,418,738</u>	<u>\$12,346,355</u>

TSR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 183,944	\$ 3,902,574	\$ 3,913,233	100%
Trash collection assessments	2,009	13,865	49,068	28%
Commercial shared costs	-	-	81,785	0%
Program revenue	499	4,584	8,000	57%
Interest	-	-	2,500	0%
Donation from MPOA	-	289,500	-	N/A
Miscellaneous	1,795	8,956	9,600	93%
Total revenues	<u>188,247</u>	<u>4,219,479</u>	<u>4,064,186</u>	104%
EXPENDITURES				
Professional & administrative				
Supervisors	431	2,368	5,100	46%
Management	3,506	21,035	42,070	50%
Legal	4,846	15,690	30,000	52%
Engineering	3,195	5,600	20,000	28%
Assessment administration	833	5,000	10,000	50%
Audit	-	-	4,570	0%
Arbitrage rebate calculation	-	750	3,000	25%
Dissemination agent	1,083	6,500	13,000	50%
Trustee	5,388	25,591	26,500	97%
Telephone	21	125	250	50%
Postage	58	275	1,500	18%
Printing & binding	167	1,000	2,000	50%
Legal advertising	-	765	3,500	22%
Annual special district fee	-	175	175	100%
Insurance	-	6,205	6,100	102%
Other current charges	104	676	3,500	19%
Office supplies	-	-	500	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	200	0%
Property appraiser	-	-	687	0%
Tax collector	3,679	78,345	81,526	96%
Total professional & administrative	<u>23,311</u>	<u>170,100</u>	<u>254,883</u>	67%
Field operations				
Contract services				
Field services	2,360	14,163	28,325	50%
Landscape maintenance	93,225	474,522	1,491,270	32%
Landscape consulting	10,481	35,481	60,000	59%
Landscape arbor care	-	49,090	99,000	50%
Wetland maintenance	-	5,540	24,168	23%
Wetland mitigation reporting	2,200	2,200	4,500	49%
Lake maintenance	8,209	47,726	94,000	51%
Community trash hauling	24,333	139,944	246,750	57%
Off-duty traffic patrols	540	2,200	20,000	11%
Repairs & maintenance				
Repairs - general	3,854	18,796	20,000	94%
Operating supplies	1,731	4,891	8,000	61%
Plant replacement	-	71,279	70,000	102%
Mulch	-	98,521	155,000	64%
Playground mulch	-	-	12,000	0%
Sod	-	59,100	100,000	59%
Fertilizer/chemicals	-	23,987	20,000	120%

**TSR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Irrigation repairs	5,961	12,097	30,000	40%
Irrigation monitoring	-	600	2,280	26%
Security/alarms/repair	-	703	1,000	70%
Road & sidewalk	1,638	7,936	40,000	20%
Common area signage	-	-	3,000	0%
Bridge & deck maintenance	8,750	8,750	40,000	22%
Utilities - common area				
Electric	943	4,299	14,500	30%
Streetlights	21,265	147,665	340,000	43%
Irrigation - reclaimed water	3,635	24,727	70,000	35%
Gas	27	414	450	92%
Recreation facilities				
Amenity management staff/contract	25,682	136,805	296,429	46%
Office supplies	255	929	-	N/A
Office rental	-	-	60,000	0%
Office expenses	-	-	6,713	0%
Office utilities	-	-	6,638	0%
Office copy machine	-	-	4,875	0%
Janitorial	1,140	6,603	24,480	27%
Park A/C repairs & maintenance	-	-	5,000	0%
Pool cleaning	1,690	10,940	26,280	42%
Pool repairs & maintenance	-	-	2,500	0%
Pool fence & gate	-	-	2,000	0%
Pool - electric	1,417	8,463	22,000	38%
Pool - water	3,421	6,189	8,000	77%
Pool permits	-	-	1,100	0%
Pest services	-	250	500	50%
Pool resurfacing	2,946	59,917	60,000	100%
Insurance	-	45,436	54,900	83%
Cable/internet/telephone	1,035	4,382	10,000	44%
Access cards	-	-	5,500	0%
Activities	3,447	12,650	28,000	45%
Specialty programming	90	1,553	3,000	52%
Recreational repairs	744	1,028	-	N/A
Pool signage	-	336	1,000	34%
Holiday decorations	-	4,933	8,000	62%
Other				
Contingency	10,557	27,583	20,000	138%
Capital outlay	-	-	90,000	0%
Total field operations	<u>241,576</u>	<u>1,582,628</u>	<u>3,741,158</u>	42%
Total expenditures	<u>264,887</u>	<u>1,752,728</u>	<u>3,996,041</u>	44%
Net increase/(decrease) of fund balance	(76,640)	2,466,751	68,145	
Fund balance - beginning (unaudited)	3,042,071	498,680	592,922	
Fund balance - ending (projected)	<u>\$ 2,965,431</u>	<u>\$ 2,965,431</u>	<u>\$ 661,067</u>	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2015 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 30,987	\$ 657,414	\$ 661,099	99%
Interest	5	27	50	54%
Total revenues	<u>30,992</u>	<u>657,441</u>	<u>661,149</u>	99%
EXPENDITURES				
Debt service				
Principal - 11/1	-	195,000	195,000	100%
Principal prepayment	-	295,000	-	N/A
Interest - 11/1	-	225,156	225,159	100%
Interest - 5/1	-	-	220,894	0%
Tax collector	620	13,148	13,773	95%
Total expenditures	<u>620</u>	<u>728,304</u>	<u>654,826</u>	111%
Excess/(deficiency) of revenues over/(under) expenditures	30,372	(70,863)	6,323	
Beginning fund balance (unaudited)	1,315,001	1,416,236	1,117,377	
Ending fund balance (projected)	<u>\$ 1,345,373</u>	<u>\$ 1,345,373</u>	<u>\$ 1,123,700</u>	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2015A BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy - on-roll	\$ 31,243	\$ 662,842	\$ 666,558	99%
Interest	6	26	-	N/A
Total revenues	<u>31,249</u>	<u>662,868</u>	<u>666,558</u>	99%
EXPENDITURES				
Debt service				
Principal - 11/1	-	175,000	175,000	100%
Interest - 11/1	-	238,244	238,244	100%
Interest - 5/1	-	-	234,525	0%
Tax collector	625	13,257	13,887	95%
Total expenditures	<u>625</u>	<u>426,501</u>	<u>661,656</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	30,624	236,367	4,902	
Beginning fund balance (unaudited)	<u>1,307,278</u>	<u>1,101,535</u>	<u>1,096,814</u>	
Ending fund balance (projected)	<u><u>\$1,337,902</u></u>	<u><u>\$1,337,902</u></u>	<u><u>\$1,101,716</u></u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2016 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy - on-roll	\$ 30,732	\$ 652,011	\$ 655,667	99%
Interest	4	21	-	N/A
Total revenues	<u>30,736</u>	<u>652,032</u>	<u>655,667</u>	99%
EXPENDITURES				
Debt service				
Principal - 11/1	-	195,000	195,000	100%
Interest - 11/1	-	221,800	221,800	100%
Interest - 5/1	-	-	218,388	0%
Tax collector	615	13,040	13,660	95%
Total expenditures	<u>615</u>	<u>429,840</u>	<u>648,848</u>	66%
Excess/(deficiency) of revenues over/(under) expenditures	30,121	222,192	6,819	
Beginning fund balance (unaudited)	<u>1,123,316</u>	<u>931,245</u>	<u>925,187</u>	
Ending fund balance (projected)	<u><u>\$1,153,437</u></u>	<u><u>\$1,153,437</u></u>	<u><u>\$ 932,006</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 MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy - on-roll	\$ 38,360	\$ 813,850	\$ 818,412	99%
Interest	4	21	-	N/A
Total revenues	<u>38,364</u>	<u>813,871</u>	<u>818,412</u>	99%
EXPENDITURES				
Debt service				
Principal - 11/1	-	235,000	235,000	100%
Interest - 11/1	-	282,194	282,194	100%
Interest - 5/1	-	-	277,934	0%
Tax collector	767	16,277	17,050	95%
Total expenditures	<u>767</u>	<u>533,471</u>	<u>812,178</u>	66%
Excess/(deficiency) of revenues over/(under) expenditures	37,597	280,400	6,234	
Beginning fund balance (unaudited)	<u>1,180,811</u>	<u>946,868</u>	<u>947,978</u>	
Ending fund balance (projected)	<u><u>\$1,218,408</u></u>	<u><u>\$1,227,268</u></u>	<u><u>\$ 954,212</u></u>	

TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2018 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy - on-roll	\$ 30,675	\$ 650,817	\$ 654,466	99%
Interest	4	15	-	N/A
Total revenues	<u>30,679</u>	<u>650,832</u>	<u>654,466</u>	99%
EXPENDITURES				
Debt service				
Principal - 11/1	-	165,000	165,000	100%
Interest - 11/1	-	237,722	237,722	100%
Interest - 5/1	-	-	234,422	0%
Tax collector	613	13,015	13,635	95%
Total expenditures	<u>613</u>	<u>415,737</u>	<u>650,779</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	30,066	235,095	3,687	
Beginning fund balance (unaudited)	<u>936,110</u>	<u>731,081</u>	<u>727,492</u>	
Ending fund balance (projected)	<u><u>\$ 966,176</u></u>	<u><u>\$ 966,176</u></u>	<u><u>\$ 731,179</u></u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2019 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 15,805	\$ 335,324	\$ 337,204	99%
Interest	2	7	-	N/A
Total revenues	<u>15,807</u>	<u>335,331</u>	<u>337,204</u>	99%
EXPENDITURES				
Debt service				
Principal - 11/1	-	110,000	110,000	100%
Interest - 11/1	-	109,425	109,425	100%
Interest - 5/1	-	-	107,775	0%
Tax collector	316	6,706	7,025	95%
Total expenditures	<u>316</u>	<u>226,131</u>	<u>334,225</u>	68%
Excess/(deficiency) of revenues over/(under) expenditures	15,491	109,200	2,979	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(1)	(4)	-	N/A
Total other financing sources/(uses)	<u>(1)</u>	<u>(4)</u>	<u>-</u>	N/A
Fund balance:				
Net increase/(decrease) in fund balance	15,490	109,196	2,979	
Beginning fund balance (unaudited)	480,920	387,214	385,957	
Ending fund balance (projected)	<u>\$496,410</u>	<u>\$ 496,410</u>	<u>\$ 388,936</u>	

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2015A BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022**

	<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)	441	441
Ending fund balance (projected)	<u><u>\$ 441</u></u>	<u><u>\$ 441</u></u>

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2016 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022**

	<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)	 86	 86
Ending fund balance (projected)	<u><u>\$ 86</u></u>	<u><u>\$ 86</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 MARCH 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 1
Total revenues	-	1
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	1
Beginning fund balance (unaudited)	38,808	38,807
Ending fund balance (projected)	\$ 38,808	\$ 38,808

**TSR
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND SERIES 2019 BONDS
STATEMENT OF REVENUES, EXENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING MARCH 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 60
Total revenues	9	60
EXPENDITURES		
Capital outlay - construction	556	556
Total expenditures	556	556
Excess/(deficiency) of revenues over/(under) expenditures	(547)	(496)
OTHER FINANCING SOURCES/(USES)		
Transfers in	1	4
Total other financing sources/(uses)	1	4
Net change in fund balance	(546)	(492)
Beginning fund balance (unaudited)	2,418,100	2,418,046
Ending fund balance (projected)	\$2,417,554	\$2,417,554

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	0	03/01/2022	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-1,331.16
				204.300 · Credit Card - SunTrust	-1,331.16	1,331.16
TOTAL					-1,331.16	1,331.16
Bill Pmt -Check	0	03/02/2022	DUKE ENERGY	101.002 · Suntrust #57080- O...		-5,084.28
Bill	8702 8942 030122	03/01/2022		531.301 · Electric	-48.09	48.09
Bill	8702 8322 020922-1	03/01/2022		531.307 · Street Lights	-1,587.42	1,587.42
Bill	8702 7826 020922	03/01/2022		531.307 · Street Lights	-1,836.21	1,836.21
Bill	8702 7991 030122	03/01/2022		531.301 · Electric	-34.14	34.14
Bill	8702 8702 030122	03/01/2022		531.301 · Electric	-30.41	30.41
Bill	8702 8786 030122	03/01/2022		531.301 · Electric	-30.46	30.46
Bill	8702 8869 030122	03/01/2022		531.301 · Electric	-16.84	16.84
Bill	8702 8554 030122	03/01/2022		531.301 · Electric	-30.42	30.42
Bill	8702 8629 030122	03/01/2022		531.301 · Electric	-48.01	48.01
Bill	8702 8059 030122	03/01/2022		531.301 · Electric	-30.49	30.49
Bill	8702 8471 030122	03/01/2022		531.301 · Electric	-30.43	30.43
Bill	8702 9836 030122	03/01/2022		531.301 · Electric	-30.45	30.45
Bill	8703 0425 020922-1	03/01/2022		531.307 · Street Lights	-904.83	904.83
Bill	8702 9696 030122	03/01/2022		531.301 · Electric	-30.44	30.44
Bill	8702 9109 030122	03/01/2022		531.301 · Electric	-30.42	30.42
Bill	8702 9430 030122	03/01/2022		531.301 · Electric	-30.45	30.45
Bill	8703 0326 030122	03/01/2022		531.301 · Electric	-30.45	30.45
Bill	8703 0178 030122	03/01/2022		531.301 · Electric	-30.44	30.44
Bill	8702 9951 030122	03/01/2022		531.301 · Electric	-30.42	30.42
Bill	8703 0269 030122	03/01/2022		531.307 · Street Lights	-30.46	30.46
Bill	8703 0061 030122	03/01/2022		531.301 · Electric	-30.42	30.42
Bill	8703 0566 030122	03/01/2022		531.301 · Electric	-30.39	30.39
Bill	8712 3320 030122	03/01/2022		531.301 · Electric	-30.43	30.43
Bill	703 0805 030122	03/01/2022		531.301 · Electric	-30.45	30.45
Bill	8703 0722 030122	03/01/2022		531.301 · Electric	-30.45	30.45
Bill	8703 0847 030122	03/01/2022		531.307 · Street Lights	-30.41	30.41
Bill	8712 3156 030122	03/01/2022		531.301 · Electric	-30.45	30.45
TOTAL					-5,084.28	5,084.28
Bill Pmt -Check	0	03/02/2022	FEDEX	101.002 · Suntrust #57080- O...		-35.71
Bill	7-676-71436	03/01/2022		519.410 · Postage	-35.71	35.71
TOTAL					-35.71	35.71

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	0	03/04/2022	DUKE ENERGY	101.002 · Suntrust #57080- O...		-809.55
Bill	8702 9761 090222-1	03/01/2022		531.307 · Street Lights	-809.55	809.55
TOTAL					-809.55	809.55
Check	0	03/08/2022	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-220.22
				204.300 · Credit Card - SunTrust	-220.22	220.22
TOTAL					-220.22	220.22
Bill Pmt -Check	0	03/09/2022	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O...		-272.06
Bill	081855702022522	03/08/2022		572.416 · Amenity Cable/Internet	-272.06	272.06
TOTAL					-272.06	272.06
Bill Pmt -Check	0	03/09/2022	DUKE ENERGY	101.002 · Suntrust #57080- O...		-1,877.62
Bill	8712 3081 030322	03/08/2022		531.307 · Street Lights	-937.77	937.77
Bill	8703 0425 030322	03/08/2022		531.307 · Street Lights	-909.39	909.39
Bill	8712 3049 030422	03/08/2022		531.301 · Electric	-30.46	30.46
TOTAL					-1,877.62	1,877.62
Check	0	03/15/2022	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-423.32
				204.300 · Credit Card - SunTrust	-423.32	423.32
TOTAL					-423.32	423.32
Bill Pmt -Check	0	03/16/2022	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O...		-335.94
Bill	075551201030822	03/15/2022		572.416 · Amenity Cable/Internet	-157.97	157.97
Bill	075642404030622	03/15/2022		572.416 · Amenity Cable/Internet	-177.97	177.97
TOTAL					-335.94	335.94

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	0	03/16/2022	CITY OF CLEARWATER	101.002 · Suntrust #57080- O...		-26.95
Bill	4224446 031422	03/15/2022		532.306 · Propane Services - G...	-25.00	25.00
				532.306 · Propane Services - G...	-1.95	1.95
TOTAL					-26.95	26.95
Bill Pmt -Check	0	03/16/2022	DUKE ENERGY	101.002 · Suntrust #57080- O...		-4,783.51
Bill	8703 0681 030922	03/15/2022		531.307 · Street Lights	-285.35	285.35
Bill	8702 8223 031022	03/15/2022		531.321 · Electric - Pool	-378.29	378.29
Bill	8702 9216 031122	03/15/2022		531.307 · Street Lights	-1,334.89	1,334.89
Bill	8702 9274 031522	03/15/2022		531.301 · Electric	-30.78	30.78
Bill	8712 3263 031522	03/15/2022		531.321 · Electric - Pool	-1,038.48	1,038.48
Bill	8712 3429 031022	03/15/2022		531.301 · Electric	-186.42	186.42
Bill	8702 9620 031522	03/15/2022		531.307 · Street Lights	-710.85	710.85
Bill	8702 9761 030922	03/15/2022		531.307 · Street Lights	-818.45	818.45
TOTAL					-4,783.51	4,783.51
Bill Pmt -Check	0	03/16/2022	FEDEX	101.002 · Suntrust #57080- O...		-22.58
Bill	7-692-16239	03/15/2022		519.410 · Postage	-8.23	8.23
Bill	7-684-14428	03/15/2022		519.410 · Postage	-14.35	14.35
TOTAL					-22.58	22.58
Check	0	03/22/2022	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-3,148.95
				204.300 · Credit Card - SunTrust	-3,148.95	3,148.95
TOTAL					-3,148.95	3,148.95
Bill Pmt -Check	0	03/23/2022	DUKE ENERGY	101.002 · Suntrust #57080- O...		-11,069.53
Bill	8702 7826 032222	03/22/2022		531.307 · Street Lights	-1,845.48	1,845.48
Bill	8702 8322 032222	03/22/2022		531.307 · Street Lights	-1,601.44	1,601.44
Bill	8703 0938 032222	03/22/2022		531.307 · Street Lights	-3,570.30	3,570.30
Bill	8703 0516 032122	03/22/2022		531.307 · Street Lights	-1,590.20	1,590.20
Bill	8702 7933 032222	03/22/2022		531.307 · Street Lights	-2,462.11	2,462.11
TOTAL					-11,069.53	11,069.53

TSR CDD
Check Detail
March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	0	03/29/2022	SUNTRUST BANK	101.002 · Suntrust #57080- O...		-1,138.44
				204.300 · Credit Card - SunTrust	-1,138.44	1,138.44
TOTAL					-1,138.44	1,138.44
Bill Pmt -Check	0	03/30/2022	BRIGHT HOUSE NETWORKS	101.002 · Suntrust #57080- O...		-287.06
Bill	081855702032522	03/29/2022		572.416 · Amenity Cable/Internet	-287.06	287.06
TOTAL					-287.06	287.06
Bill Pmt -Check	10785	03/02/2022	CLEAR TECH, INC.	101.002 · Suntrust #57080- O...		-2,945.85
Bill	0000020592	03/01/2022		572.885 · Pool Resurfacing	-2,945.85	2,945.85
TOTAL					-2,945.85	2,945.85
Bill Pmt -Check	10786	03/02/2022	DUNEDIN ELECTRIC CO., INC.	101.002 · Suntrust #57080- O...		-150.00
Bill	22-0061 QC	03/01/2022		538.609 · Irrigation Repairs & ...	-150.00	150.00
TOTAL					-150.00	150.00
Bill Pmt -Check	10787	03/02/2022	FLORIDA SCRUB	101.002 · Suntrust #57080- O...		-2,200.00
Bill	12055	03/01/2022		538.616 · Wetland Mitigation re...	-2,200.00	2,200.00
TOTAL					-2,200.00	2,200.00
Bill Pmt -Check	10788	03/02/2022	PASCO SHERIFF'S OFFICE	101.002 · Suntrust #57080- O...		-540.00
Bill	2021-06653	03/01/2022		538.620 · Off Duty Traffic Patrols	-540.00	540.00
TOTAL					-540.00	540.00
Bill Pmt -Check	10789	03/02/2022	TRINITY HOUSEKEEPERS	101.002 · Suntrust #57080- O...		-1,140.00
Bill	83597	03/01/2022		572.301 · Janitorial Service	-1,140.00	1,140.00
TOTAL					-1,140.00	1,140.00

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10790	03/02/2022	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O...		-6,316.10
Bill	2331522	03/01/2022		538.121 · Amenity Management	-1,966.10	1,966.10
Bill	12332204	03/01/2022		538.121 · Amenity Management	-4,350.00	4,350.00
TOTAL					-6,316.10	6,316.10
Bill Pmt -Check	10791	03/02/2022	DOWN TO EARTH LANDSCA...	101.002 · Suntrust #57080- O...		-94,825.17
Bill	INV118458	03/01/2022		538.604 · Landscape Maintena...	-94,825.17	94,825.17
TOTAL					-94,825.17	94,825.17
Bill Pmt -Check	10792	03/09/2022	KUTAK ROCK LLP	101.002 · Suntrust #57080- O...		-2,473.03
Bill	3011835	03/08/2022		514.007 · District Counsel	-2,473.03	2,473.03
TOTAL					-2,473.03	2,473.03
Bill Pmt -Check	10793	03/09/2022	SUNSCAPE CONSULTING	101.002 · Suntrust #57080- O...		-10,480.63
Bill	10177	03/08/2022		538.606 · Landscape Consulting	-5,480.63	5,480.63
Bill	10210	03/08/2022		538.606 · Landscape Consulting	-5,000.00	5,000.00
TOTAL					-10,480.63	10,480.63
Bill Pmt -Check	10794	03/09/2022	WRATHELL, HUNT & ASSOC...	101.002 · Suntrust #57080- O...		-7,970.42
Bill	2021-0830	03/08/2022		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	10795	03/09/2022	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O...		-9,636.54
Bill	12332908	03/08/2022		538.121 · Amenity Management	-8,795.49	8,795.49
Bill	12332947	03/08/2022		538.121 · Amenity Management	-841.05	841.05
TOTAL					-9,636.54	9,636.54

TSR CDD Check Detail March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Paycheck	10796	03/11/2022	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	10797	03/11/2022	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	10798	03/16/2022	COUNTY SANITATION	101.002 · Suntrust #57080- O...		-24,332.99
Bill	23100946	03/15/2022		534.000 · Garbage/Solid Waste...	-24,332.99	24,332.99
TOTAL					-24,332.99	24,332.99
Bill Pmt -Check	10799	03/16/2022	DOWN TO EARTH LANDSCA...	101.002 · Suntrust #57080- O...		-5,811.38
Bill	INV119394	03/15/2022		538.609 · Irrigation Repairs & ...	-5,811.38	5,811.38
TOTAL					-5,811.38	5,811.38
Bill Pmt -Check	10800	03/16/2022	HEIDT DESIGN	101.002 · Suntrust #57080- O...		-3,195.00
Bill	43460	03/15/2022		519.320 · Engineering	-3,195.00	3,195.00
TOTAL					-3,195.00	3,195.00

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10801	03/16/2022	PASCO COUNTY UTILITIES ...	101.002 - Suntrust #57080- O...		-7,056.20
Bill	16292689	03/15/2022		536.301 · Irrigation - Reclaimed...	-63.00	63.00
Bill	16291368	03/15/2022		536.301 · Irrigation - Reclaimed...	-401.10	401.10
Bill	16291366	03/15/2022		536.301 · Irrigation - Reclaimed...	-2.10	2.10
Bill	16291369	03/15/2022		536.301 · Irrigation - Reclaimed...	-1.40	1.40
Bill	16291367	03/15/2022		536.301 · Irrigation - Reclaimed...	-171.50	171.50
Bill	16291668	03/15/2022		536.301 · Irrigation - Reclaimed...	-131.60	131.60
Bill	16291916	03/15/2022		536.301 · Irrigation - Reclaimed...	-5.60	5.60
Bill	16292684	03/15/2022		536.301 · Irrigation - Reclaimed...	-146.30	146.30
Bill	16290922	03/15/2022		536.301 · Irrigation - Reclaimed...	-43.40	43.40
Bill	16292685	03/15/2022		536.301 · Irrigation - Reclaimed...	-14.70	14.70
Bill	16290923	03/15/2022		536.301 · Irrigation - Reclaimed...	-6.30	6.30
Bill	16290924	03/15/2022		536.301 · Irrigation - Reclaimed...	-173.60	173.60
Bill	16290921	03/15/2022		536.301 · Irrigation - Reclaimed...	-0.70	0.70
Bill	16291007	03/15/2022		536.301 · Irrigation - Reclaimed...	-7.00	7.00
Bill	16290907	03/15/2022		536.321 · Utility service - Pool	-2,403.02	2,403.02
Bill	16290881	03/15/2022		536.301 · Irrigation - Reclaimed...	-169.34	169.34
Bill	16290909	03/15/2022		536.301 · Irrigation - Reclaimed...	-102.90	102.90
Bill	16290672	03/15/2022		536.301 · Irrigation - Reclaimed...	-22.29	22.29
Bill	16290746	03/15/2022		536.301 · Irrigation - Reclaimed...	-39.20	39.20
Bill	16290670	03/15/2022		536.301 · Irrigation - Reclaimed...	-233.80	233.80
Bill	16290681	03/15/2022		536.321 · Utility service - Pool	-1,018.25	1,018.25
Bill	16290920	03/15/2022		536.301 · Irrigation - Reclaimed...	-287.70	287.70
Bill	16290671	03/15/2022		536.301 · Irrigation - Reclaimed...	-83.30	83.30
Bill	16290739	03/15/2022		536.301 · Irrigation - Reclaimed...	-52.50	52.50
Bill	16290917	03/15/2022		536.301 · Irrigation - Reclaimed...	-86.80	86.80
Bill	16290289	03/15/2022		536.301 · Irrigation - Reclaimed...	-242.90	242.90
Bill	16290356	03/15/2022		536.301 · Irrigation - Reclaimed...	-44.10	44.10
Bill	16290580	03/15/2022		536.301 · Irrigation - Reclaimed...	-115.50	115.50
Bill	16290290	03/15/2022		536.301 · Irrigation - Reclaimed...	-160.30	160.30
Bill	16290579	03/15/2022		536.301 · Irrigation - Reclaimed...	-274.40	274.40
Bill	16290359	03/15/2022		536.301 · Irrigation - Reclaimed...	-110.60	110.60
Bill	16290355	03/15/2022		536.301 · Irrigation - Reclaimed...	-12.60	12.60
Bill	16290358	03/15/2022		536.301 · Irrigation - Reclaimed...	-61.60	61.60
Bill	16290354	03/15/2022		536.301 · Irrigation - Reclaimed...	-151.20	151.20
Bill	16290351	03/15/2022		536.301 · Irrigation - Reclaimed...	-215.60	215.60
TOTAL					-7,056.20	7,056.20
Bill Pmt -Check	10802	03/16/2022	SOLITUDE LAKE MANAGEM...	101.002 - Suntrust #57080- O...		-8,209.00
Bill	PI-A00769714	03/15/2022		538.700 · Lake Maintenance	-8,209.00	8,209.00
TOTAL					-8,209.00	8,209.00

**TSR CDD
Check Detail
March 2022**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10803	03/16/2022	SUNCOAST POOL SERVICE	101.002 · Suntrust #57080- O...		-1,690.00
Bill	8100	03/15/2022		572.712 · Pool Cleaning	-895.00	895.00
Bill	8115	03/15/2022		572.712 · Pool Cleaning	-795.00	795.00
TOTAL					-1,690.00	1,690.00
Bill Pmt -Check	10804	03/16/2022	U.S. BANK	101.002 · Suntrust #57080- O...		-5,387.50
Bill	6338507	03/15/2022		513.105 · Trustee Fees	-5,387.50	5,387.50
TOTAL					-5,387.50	5,387.50
Check	10805	03/23/2022	TSR CDD	101.002 · Suntrust #57080- O...		-7,152.99
				207.201 · Due to Debt Service ...	-7,152.99	7,152.99
TOTAL					-7,152.99	7,152.99
Check	10806	03/23/2022	TSR CDD	101.002 · Suntrust #57080- O...		-7,212.05
				207.202 · Due to Debt Service ...	-7,212.05	7,212.05
TOTAL					-7,212.05	7,212.05
Check	10807	03/23/2022	TSR CDD	101.002 · Suntrust #57080- O...		-7,094.21
				207.203 · Due to debt service f...	-7,094.21	7,094.21
TOTAL					-7,094.21	7,094.21
Check	10808	03/23/2022	TSR CDD	101.002 · Suntrust #57080- O...		-8,855.09
				207.204 · Due to debt service f...	-8,855.09	8,855.09
TOTAL					-8,855.09	8,855.09
Check	10809	03/23/2022	TSR CDD	101.002 · Suntrust #57080- O...		-7,081.21
				207.205 · .Due to debt service f...	-7,081.21	7,081.21
TOTAL					-7,081.21	7,081.21

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	10810	03/23/2022	TSR CDD	101.002 · Suntrust #57080- O...		-3,648.49
				207.206 · Due to Debt Service ...	-3,648.49	3,648.49
TOTAL					-3,648.49	3,648.49
Bill Pmt -Check	10811	03/23/2022	GULF COAST AIR SYSTEMS,...	101.002 · Suntrust #57080- O...		-3,854.00
Bill	67760834	03/22/2022		538.601 · General Repair & Mai...	-2,870.00	2,870.00
Bill	63560501	03/22/2022		538.601 · General Repair & Mai...	-984.00	984.00
TOTAL					-3,854.00	3,854.00
Bill Pmt -Check	10812	03/23/2022	LEISURE CREATIONS	101.002 · Suntrust #57080- O...		-743.93
Bill	00067261	03/22/2022		572.414 · Amenity Repair & Ma...	-743.93	743.93
TOTAL					-743.93	743.93
Bill Pmt -Check	10813	03/23/2022	SMARTSOLUTIONS	101.002 · Suntrust #57080- O...		-10,557.14
Bill	STV210000523	03/22/2022		579.799 · Miscellaneous Contig...	-10,557.14	10,557.14
TOTAL					-10,557.14	10,557.14
Bill Pmt -Check	10814	03/23/2022	SOUTHERN LAND SERVICE...	101.002 · Suntrust #57080- O...		-8,750.00
Bill	123121-68	03/22/2022		538.610 · Bridge & Deck Maint...	-8,750.00	8,750.00
TOTAL					-8,750.00	8,750.00
Bill Pmt -Check	10815	03/23/2022	TIGER PRINTING GROUP	101.002 · Suntrust #57080- O...		-550.00
Bill	306095	03/22/2022		538.602 · Roads & Sidewalk M...	-550.00	550.00
TOTAL					-550.00	550.00

TSR CDD
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	10816	03/23/2022	WTS INTERNATIONAL, LLC.	101.002 · Suntrust #57080- O...		-9,819.32
Bill	2333930	03/22/2022		538.122 · Program Incentives	-90.00	90.00
Bill	12333894	03/22/2022		538.121 · Amenity Management	-9,636.72	9,636.72
Bill	12333730	03/22/2022		538.121 · Amenity Management	-92.60	92.60
TOTAL					-9,819.32	9,819.32
Bill Pmt -Check	10817	03/30/2022	KUTAK ROCK LLP	101.002 · Suntrust #57080- O...		-2,373.00
Bill	3023639	03/29/2022		514.007 · District Counsel	-2,373.00	2,373.00
TOTAL					-2,373.00	2,373.00
Bill Pmt -Check	10818	03/30/2022	TIGER PRINTING GROUP	101.002 · Suntrust #57080- O...		-1,088.00
Bill	032422-1	03/29/2022		538.602 · Roads & Sidewalk M...	-1,088.00	1,088.00
TOTAL					-1,088.00	1,088.00

TSR

COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

**MINUTES OF MEETING
TSR
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the TSR Community Development District held a Regular Meeting on April 13, 2022, at 5:00 p.m., at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556.

Present were:

Mike Liquori	Chair
Matt Call	Vice Chair
Mary Comella	Assistant Secretary
Jason Silber	Assistant Secretary
Tim Green	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Alyssa Willson (via telephone)	District Counsel
Renee Hlebak	WTS Starkey Ranch Lifestyle Director
Mark Yahn	SunScape Consulting, Inc. (SCI)
Peter Soety	Down to Earth Landscape & Irrigation
Ben Devivo	Resident
John Dailey	Resident
Greg Best	Resident
Frank Skalls	Resident
Karen Anderson	Resident
Mark Russell	Resident
John Holinka	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 5:01 p.m. Supervisors Liquori, Comella, Silber and Green were present, in person. Supervisor Call was not present at roll call.

SECOND ORDER OF BUSINESS

Public Comments [3 minutes per person]

40 Resident Ben Devivo stated the boards on the wooden bridge are coming up and asked
41 if there was an update from the Florida Department of Transportation (FDOT) about it. He
42 asked if Mr. Matt Sawyer, of Taylor Morrison (TM), contacted Management regarding the
43 fencing at Rangeland. Mr. Adams stated the FDOT asked for the wooden bridge to be
44 reconstructed in a different format. Bridge repairs involving board replacement would
45 commence within the next week or two and an email from Mr. Sawyer was transmitted today
46 but he had not had a chance to view the contents.

47 Resident John Daily presented photographs of the TSR signage that needs to be
48 addressed and distributed a list of solutions to deter trespassers from accessing Cunningham
49 Park at night. He expressed his opinion that the signage on the gate at the entrance to
50 Cunningham Park and throughout the park alerting the public that the park is for the use of TSR
51 property owners, their guests and non-resident user fee payers, is not easily visible due to the
52 small print and where they were placed. He voiced his frustration regarding the popularity of
53 Cunningham Park as a nightly hangout, constant traffic, loud music and staff not closing the
54 gates to the park consistently enough. He stated that, after filing complaints, he took it upon
55 himself to close the gate at night until he was asked to stop and assured that only Starkey
56 Ranch employees should close the park gates. He reviewed the five solutions on his list and
57 appealed to the Board to act on this matter and install more prominent signage.

58 Resident John Holinka echoed Mr. Daily's concerns and asked if anything has been done
59 or was considered to resolve the noise and trespassing issues in Cunningham Park. Ms. Comella
60 stated her understanding, that the gate was being closed at night. Ms. Hlebak stated, although
61 it is not budgeted to have staff on duty 24/7 from dawn to dusk, staff has been securing the
62 gate after late meetings. She noted that, per the Board's request, the gate is chained but not
63 locked and staff cannot control individuals entering the facilities after they have closed it.

64 Discussion ensued regarding the park hours, staff's opening and closing responsibilities,
65 addressing Mr. Daily's recommendations, installing an automatic gate and developing an action
66 plan. Mr. Liquori stated he understands the issue and assured Mr. Daily that his suggestions
67 would be reviewed and considered and the Board would coordinate with the lifestyle team to
68 go over specific programming issues and come up with a solution.

69 Resident Greg Best expressed frustration about non-residents accessing the park,
70 loitering and setting off fireworks; he felt that the weekends are out of control. He asked if IDs
71 of people entering and exiting the park gate could be checked and if the CDD uses the Florida
72 Highway Patrol (FHP) for enforcement. Mr. Adams stated the Sheriff was engaged, not FHP. He
73 stated that the park is patrolled on the weekends and a weekly police report is transmitted.

74 Resident Frank Smalls thanked the Board for resolving the parking issues at Lake
75 Blanche; the permanent "No Parking" signage is very effective in keeping motorists from
76 parking on the grass, sidewalks and street. He suggested the Board coordinate with TM to
77 install fencing and additional "No Fishing" signage at Huckleberry Pond and "No Trespassing"
78 signage in and around the community.

79 A resident asked if the lake behind Esplanade, where people fish, is CDD property and if
80 trespassers can be arrested. Mr. Adams stated the upper portion is part of Esplanade and the
81 lower is part of the CDD lake tract; people fishing on the CDD side would not be arrested but
82 the CDD can post "No Trespassing" signs. The HOA has additional powers that it can enforce
83 that the CDD cannot because the CDD is a public body. Asked why the CDD has not obtained
84 "No Trespass" authorizations for Cunningham Park, Mr. Adams stated the challenge with that is
85 that residents must identify authorized representatives to be present at the time of the
86 trespass and document the trespass activity with the Sheriff's Department. Mr. Adams would
87 review the trespass agreements in place for the CDD and determine if they can be amended.

88 Resident Karen Anderson stated on the Lake Blanche side, there is one "No Fishing" sign
89 but no "No Trespassing" signs and the Rangeland side has three "No trespassing" signs, which is
90 what created a lot of conflict in the area. She opined that the CDD should remove the "No
91 Fishing" sign and replace it with a "No Trespassing" sign.

92 Discussion ensued regarding ordering signage, authorizing placement of the "No
93 Fishing" sign, lack of enforcement of the "No Trespassing" signs, amending the policy in the
94 deed restrictions allowing residents to fish at Huckleberry Pond, catch and release policies, etc.

95

96 **THIRD ORDER OF BUSINESS**

**Consideration of Starkey Ranch Access
Agreement**

97

98

99 Mr. Call recalled that the Board previously approved the Starkey Wilderness Park Foot
100 Bridge and Access Agreement for the wooden foot bridge that goes from the Barber Trail area
101 into the Starkey Wilderness Preserve and includes the access point by a park over the existing
102 vehicular bridge to the Wilderness preserve. Once approved, it was amended by the Southwest
103 Florida Water Management District (SWFWMD) and the County to the point that District
104 Counsel suggested presenting it to the Board for re-examination and re-approval.

105 Ms. Willson stated there were significant rewrites of the protections, more stylistic than
106 anything, and additional background management agreement information with the County on
107 Starkey Wilderness Park. The overall concept had not changed; the CDD is responsible for the
108 engineering and construction of the foot bridge and the required maintenance. He
109 recommended approval in substantial form, in case the County and SWFWMD feel it necessary
110 to make further revisions.

111

112 **On MOTION by Mr. Call and seconded by Mr. Liquori, with all in favor, the**
113 **Starkey Ranch Wilderness Park Foot Bridge and Access Agreement, in**
114 **substantial form, was approved.**

115

116

117 Regarding the Fourth and Fifth Orders of Business, Mr. Call stated the Developers
118 reversed their position on selling the Welcome Center (WC). They would like to keep the WC
119 for the remainder of the year. In the future, they would be more open to possibly selling the
120 WC. The Board should bear this in mind as it considers the next few proposals.

121

122 **FOURTH ORDER OF BUSINESS**

**Discussion/Consideration of Rocchetta
A:DB (RADB) Proposal for Cunningham
Park Office Building**

123

124

125

126 Referencing an area map, Ms. Comella stated the Board is considering acquiring three
127 pieces of property to reconstruct. The sites have been approved with utilities. The office
128 building is approved for up to 2,800 square feet. The Rocchetta A:DB (RADB) Proposal shows
129 the 2,800 square feet but that does not necessarily mean that the Board has committed to that

130 size. Per the Architect, if the Board proceeds with 2,800 square feet, the CDD could build
131 additional office buildings that could be rented out for temporarily or permanently uses.

132

133 **FIFTH ORDER OF BUSINESS**

**Discussion/Consideration of Rocchetta
A:DB (RADB) Proposal for Gunn Highway
Landscape Maintenance Yard**

134

135

136

137 Ms. Comella stated this proposal is for the landscape maintenance yard that is currently
138 at the District Park. The landscapers that service the CDD and District Park will likely transfer
139 park maintenance to the County. The CDD owns a parcel off State Road 54, which already has a
140 site plan for a trailer and a yard area to store tractors, mulch and other landscape-related
141 equipment. The Rocchetta A:DB (RADB) proposal for the Gunn Highway Landscape
142 Maintenance Yard is for that particular site. Ms. Comella stated the RADB architectural firm is
143 highly regarded and the Architect agreed to circulate a survey to all residents for their feedback
144 on how to utilize the property.

145 A Board Member voiced his opinion that constructing a 2,800 square foot building does
146 not serve the CDD's needs and he would vote against it. Asked about the District Engineer's
147 involvement with the project, Ms. Willson stated it was previously discussed that the work
148 would be subcontracted under the District Engineer's agreement.

149 Discussion ensued regarding the advantages and disadvantages of proceeding with the
150 construction projects, purchasing and renting out the building, purchasing the smaller building
151 and adding on instead of purchasing the larger building, the prospect of the CDD becoming a
152 commercial landlord, using tax-exempt financing to finance the projects and an issue with
153 increasing the amount of pavement to the maintenance yard.

154 The Board and Staff responded to questions about the cost of the office building being
155 considered, the survey, current use of the WC building, WC staffing needs, traffic concerns and
156 the CDD leasing the property.

157 Mr. Liquori felt that how much space the CDD needs must be established.

158 **Update: DTE Credit**

159 **This item, previously the Ninth Order of Business, was presented out of order.**

160 Referencing a handout, Mr. Adams reviewed a credit offer from Down to Earth
161 Landscape & Irrigation (DTE) to the CDD and discussed the contracts and their values, value
162 tallies, a 3% escalator fee, DTE extracting hourly rates over the contract value, a scope of work
163 review, a billable rate and overhead costs.

164 Mr. Yahn gave an update of his interactions with DTE and discussed DTE underbilling
165 and losing revenue, DTE undergoing industry consolidation and asking DTE to produce a
166 seasonal roster. Mr. Adams summarized that DTE learned its lesson, understands that the CDD
167 is going to update and intensify the agreement and yet they are still very interested in
168 continuing to service the CDD. He stated Staff would not be presenting this to the Board if they
169 did not think it is the best settlement that could be reached.

170 Discussion ensued regarding the \$52,897 credit offer, how the amount was reached, if
171 backup was provided for DTE's spreadsheet, DTE's level of service, DTE's failure to bill \$34,000
172 worth of work in 2019, determining a fair counteroffer and what to stipulate in the motion.

173

174 **On MOTION by Mr. Call and seconded by Mr. Liquori, with all in favor,**
175 **authorizing District Staff to make a counteroffer to DTE, in the amount of**
176 **\$105,160.79 and no lower than \$70,858.79, and ask DTE to pro-rate the credit**
177 **for six months, through the end of the contract, and authorizing the Chair to**
178 **coordinate with District Staff on the final figure, was approved.**

179

180

181 **▪ Down to Earth Landscape & Irrigation Estimate: #29254 – Tree and Plant Installation**

182 **This item was an addition to the agenda.**

183 Mr. Soety referenced a \$13,076 DTE proposal and stated, although the community fared
184 well in the winter, a few areas with firebush shrubs were damaged by frost and need to be
185 replaced. The proposal is to replace the damaged plants and is split between the east and west
186 sides of the community, including high traffic areas, such as the community entrances.

187 The Board and Staff discussed the landscaping budget, the proposal and if the firebush
188 could be salvaged. The consensus was to wait 30 days, evaluate the condition of the shrubs
189 with DTE and present the findings to the Board.

190

191 **SIXTH ORDER OF BUSINESS** **Consideration of SOLitude Lake**
192 **Management Pond Maintenance**
193 **Addendum for Three (3) New Sites – Ponds**
194 **4-A, 4-B and 5-A (Transfer of Operations**
195 **for Esplanade at Starkey Ranch Phases 1 -**
196 **4)**

197
198 Mr. Adams presented the SOLitude Lake Management Pond Maintenance Addendum.
199 Mrs. Adams presented Change Order #2, for \$2,132, to facilitate conveyance of maintenance of
200 Ponds 4-A, 4-B and 5-A to the CDD, which will increase the overall contract amount to \$98,730.

201 Discussion ensued regarding the SOLitude contract, the Developer, preparing a deed for
202 conveyance of Ponds 4-A, 4-B and 5-A and the future conveyance of Pond 5-B. Ms. Willson
203 would forward the documents to the Developer for execution.

204

205 **On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the**
206 **SOLitude Lake Management Pond Maintenance Addendum adding Ponds 4-A,**
207 **4-B and 5-A, in an annual amount of \$2,132, bringing the total contract amount**
208 **to \$98,730, was approved.**

209

210

211 **SEVENTH ORDER OF BUSINESS** **Continued Discussion: Starkey Ranch**
212 **Sidewalk Cleaning**

213

214 Mr. Adams recalled that, at the last meeting, Ms. Hlebak presented a \$113,000 proposal
215 for sidewalk cleaning and Staff was asked to obtain another proposal.

216 Mr. Adams presented a proposal from Anthony's of Tampa Bay for \$103,000. Staff
217 would include \$120,000 in the proposed Fiscal Year 2023 budget for sidewalk cleaning.

218

219 **EIGHTH ORDER OF BUSINESS** **Continued Discussion: District Office**

220

221 This item was not addressed.

222

223 **NINTH ORDER OF BUSINESS** **Update: DTE Credit**

224

225 This item was presented following the Fifth Order of Business.

226

227 **TENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
228 **Statements as of February 28, 2022**

229
230 Mr. Adams presented the Unaudited Financial Statements as of February 28, 2022. Mr.
231 Liquori stated he had submittals for the 2018 and 2019 bonds. Mr. Adams would double check
232 the capital project funds. The financials were accepted.

233

234 **ELEVENTH ORDER OF BUSINESS** **Approval of March 9, 2022 Regular**
235 **Meeting Minutes**

236
237 Mrs. Adams presented the March 9, 2022 Regular Meeting Minutes.

238

239 **On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the**
240 **March 9, 2022 Regular Meeting Minutes, as presented, were approved.**

241

242

243 **TWELFTH ORDER OF BUSINESS** **Action & Completed Items**

244 The following Action Items were discussed:

245 Item 2: The washout repair project expected to commence on April 18th and take three
246 weeks to complete.

247 Item 3: Per Mr. Liquori, this item could be removed from the list.

248 Items 3, 6, 7, 9, 10, 11, 12, 13, 15, 16 and 17 were completed.

249 Items 1, 2, 4, 5, 8, 14, 18, 19 and 20 remained ongoing.

250

251 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

252

253 **A. District Counsel: *Kutak Rock, LLP***

254 Ms. Willson stated Staff is continuing to work with the Developer on various conveyance
255 items, bond requisition agreements and other bond-related documents.

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

- 257 • **Continued Discussion: Line of Sight Issues at Longspur and Heart Pine Avenue**
258 **Intersection and at Longspur and Fence Post Drive Intersection**

259 Mr. Adams stated he conferred with Brian who has been working directly with the
260 County on the line-of-sight issues. An update would be provided at the next meeting.

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

- 262 • **NEXT MEETING DATE: May 11, 2022 at 5:00 p.m.**

- 263 ○ **QUORUM CHECK**

264 The next meeting would be held on May 11, 2022.

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

- 266 • **Monthly Summary Report**

267 Ms. Hlebak reviewed the March 2022 Monthly Summary Report and action items.

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

269 There was nothing to report.

270

271 **FOURTEENTH ORDER OF BUSINESS**

Supervisors' Requests

272

273 In response to a question regarding gate/security Staff directions, Mr. Adams stated
274 Staff would present options for consideration.

275 Mr. Adams stated, regarding ownership of the retaining wall between Lots 33 and 34
276 and the preserves, the ownership dedication indicates that WS TSR LLC and Homes by West Bay
277 LLC own it and both acknowledge ownership of the assets. It is noted that the wall would be
278 transferred to the CDD in the future.

279 Discussion ensued regarding wall maintenance, landscape maintenance, conveyances of
280 the Barbour Trail and Whitfield preserve wall, Tract B1 and if there is a deed transferring Tract
281 B-1 to the CDD.

282

283 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

284

285 There being nothing further to discuss, the meeting adjourned.

286

287 **On MOTION by Mr. Liquori and seconded by Mr. Silber, with all in favor, the**
288 **meeting adjourned at 8:04 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

TSR

COMMUNITY DEVELOPMENT DISTRICT

11

TSR CDD
ACTION & COMPLETED ITEMS LIST
04.13.22 FOR 05.11.22 MEETING

#	MTG DATE ADDED TO LIST	ACTION AGENDA	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. 12.01.21 Ms. Willson to discuss including the bridge in the conveyance of the roads to the County.	X			
2	02.10.21	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. 10.13.21 Staff received surveys; project would commence in three months. 01.12.22 Contract or contacted to commence project. 4.13.22 Project is scheduled to commence on Monday, April 18 th and be completed in three weeks, weather permitting.	X			
3	08.11.21	AGENDA	Mr. Wilkes to provide list of areas to determine if cross-walk is needed and advise at the next meeting. 10.13.21 Staff collecting other items; work in progress. 11.10.21 Mr. Wilkes preparing designs and would provide Mr. Adams a list of resources and provide updates with Pasco County regarding cost share for pedestrian safety improvements.	X			
4	12.01.21	ACTION AGENDA	Mr. Adams to ask Mr. Wilkes to report on Mr. Silber's request to make the intersection of Longspur and Fence Post Drive a four-way stop and turn some of the parking spaces into plant beds, at the next meeting. 03.09.22 Mr. Adams to call Mr. Wilkes tomorrow.	X			
5	02.09.22	ACTION/AGENDA	Mr. and Mrs. Adams to solicit bids from large sidewalk cleaning contractors. 3.09.22 Mr. Adams to incorporate Ms. Hlebak's proposal & others into a spreadsheet to present at the next meeting.	X			
6	03.09.22	ACTION	Mr. Adams to research deed to determine ownership of retaining wall on Tract B-1 and review similar process with the Builder for homeowner or HOA maintaining wall.	X			
7	03.09.22	ACTION/AGENDA	Mr. Adams to present the the landscape bid specifications at the May meeting and bid submittals at the July meeting.	X			

**TSR CDD
ACTION & COMPLETED ITEMS LIST
04.13.22 FOR 05.11.22 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	10.13.21	ACTION AGENDA	Mr. Soety to obtain proposals to install Zoysia and St. Augustine sod at all the Pocket Parks and present at the next meeting.			X	11.10.21
2	10.13.21	ACTION	Davey Tree awarded contract to provide Plant Healthcare and Tree Pruning services. Mr. Adams to transfer \$8,280 out of contingency funds to offset overage. 11.10.21 Project started this week.			X	11.10.21
3	10.13.21	ACTION AGENDA	Mr. Adams to present FHP and County Off Duty Traffic cost comparison forms and sample agreements at the next meeting.			X	11.10.21
4	10.13.21	AGENDA	Ratify engagement of Kutak Rock Law Firm at next meeting.			X	11.10.21
5	10.13.21	ACTION	Ms. Willson to send Statute and written answer if process of removing Board Member to Mr. Adams for inclusion in the meeting minutes.			X	11.10.21
6	10.13.21	ACTION AGENDA	Ms. Hlebak to order signs for the fire pit, as the amenity policy would likely be adopted at the next meeting.			X	11.10.21
7	10.13.21	ACTION AGENDA	Ms. Willson to prep contract addendum for SunScape rate increase.			X	11.10.21
8	10.13.21	ACTION AGENDA	Mr. Adams to ensure the Fiscal Year 2022 adopted Budget Summary Pages and include in every agenda package, behind the Meeting Schedule. 11.10.21 To remain a monthly ongoing activity.			X	11.10.21
9	10.13.21	ACTION	Ms. Hlebak to copy Mr. Silber on emails regarding when SMARTSolutions is expected onsite, as he wanted to witness setup. 11.10.21 Waiting on COI before forwarding Agreement to Ms. Willson and submit invoice for deposit and schedule project.			X	12.01.21
10	11.10.21	ACTION	Ms. Hlebak to order signs for fire pit.			X	12.01.21
11	11.10.21	ACTION	Ms. Desclafani to send status update of fire pit inspection to Mr. Adams to email to the Board.			X	12.01.21
12	11.10.21	ACTION	Mr. Yahn to tell DTE about worker on their phone. 12.01.21 DTE terminated employee.			X	12.01.21
13	11.10.21	ACTION	Mr. Adams to revisit DTE contact determine number of crew dedicated to TSR, and if needed, execute the termination clause.			X	12.01.21

**TSR CDD
ACTION & COMPLETED ITEMS LIST
04.13.22 FOR 05.11.22 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
14	11.10.21	ACTION AGENDA	Mr. Adams to define level of services. Mr. Wilkes to certify traffic marking & signage meet code before County will execute Traffic Enforcement Agreement. 12.01.21 Agreement not necessary. County deemed all CDD and County owned roads public.			X	12.01.21
15	11.10.21	ACTION	Mr. Adams to implement Pasco County Sheriff Office to provide off-duty patrol to the CDD once a week.			X	12.01.21
16	11.10.21	ACTION	CDD Accountant to determine if CDD would have to pay taxes on the \$289,500 the Master Property Owner's Association donated.			X	12.01.21
17	11.10.21	ACTION	Mr. Adams to forward the signature page of the Kutak Rock Fee Agreement, to Ms. Willson to execute. Ms. Willson to forward completed executed document to the Board.			X	12.01.21
18	11.10.21	ACTION AGENDA	Ms. Hlebak to obtain additional proposals to replace air conditioning unit in the men's restroom at Homestead Park, and provide warranty information at the next meeting.			X	12.01.21
19	11.10.21	ACTION	Mrs. Adams to have Mr. Yahn add Board Member names to the distribution list when sending report.			X	12.01.21
20	11.10.21	ACTION	Mrs. Adams to verify if DTE was doing top choice application at Monroe Commons to address fire ants.			X	12.01.21
21	11.10.21	ACTION	Mr. Yahn to investigate if Bahia sod at Rangeland East is a sod or installation issue and if it made sense to reduce some of the beds and lay more turf in the common areas at Monroe Common, and report to the Board. 01.12.22 4 areas were reduced & slight modification made to the irrigation at 2 additional areas.			X	01.12.22
22	11.10.21	ACTION	Mr. Yahn, to amend the SunScapes contract and provide Management Services for any turf projects at 5% and for large project at 7.5% 12.01.21 Ms. Willson to update contract.			X	01.12.22
23	11.10.21	ACTION AGENDA	Include on the January agenda, a Draft of the County Agreement allowing trail access into the Wilderness Preserve.			X	01.12.22
24	12.01.21	ACTION	Mr. Adams to contact State to determine who was assigned to inspect bridge, as D'Angelo Brothers is no longer in business. 01.12.22 Mr. Adams emailing new contact info to the Board.			X	01.12.22

**TSR CDD
ACTION & COMPLETED ITEMS LIST
04.13.22 FOR 05.11.22 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
25	12.01.21	ACTION	Mr. Soety to confirm correct homeowner address before Davey Tree treats the oak tree between 3462 and 3456 Forsythia Drive.			X	01.12.22
26	12.01.21	ACTION	Ms. Hlebak to coordinate with Mr. Silber the install dates for vendor to be on site, to ensure the access system is properly installed. Deposition was pending. 01.12.22 Ms. Hlebak is coordinated with the contractor to ensure everything is good.			X	01.12.22
27	12.01.21	ACTION	Mr. Adams to email the Board the off-duty patrol schedule and the County Attorney's email deeming all roads as public roads. 01.12.22 Staff emailing Off-Duty Patrol Reports to the Board.			X	01.12.22
28	12.01.21	ACTION	Mrs. Adams to email insurance carrier documentation re: resident Fisher's accident & request for reimbursement of damaged phone.			X	01.12.22
29	12.01.21	ACTION	Ms. Hlebak to inspect the water bowl at the dog park for leaks.			X	01.12.22
30	12.01.21	ACTION	Mr. Call to follow-up on the status of the turnover of landscaping in Parcels C and E to the CDD. 01.12.22 Taylor Morrison was provided punch list items for Parcel E to address. Mrs. Adams emailed Drew about addressing homeowners' complaints about construction debris around the ponds.			X	02.09.22
31	01.12.22	ACTION AGENDA	Mr. Adams to convey to Mr. Wilkes to present proposal to prepare the 20-Year Stormwater Needs Analysis Report.			X	02.09.22
32	12.01.21	ACTION	Mrs. Adams to request Accounting Dept. recode the "Pool repairs & maintenance" expense to the "Pool cleaning" budget line item.			X	02.09.22
33	12.01.21	ACTION	Mr. Adams and Mr. Yahn to review the DTE crew count and rank their performance and to negotiate a financial credit with DTE. 01.12.22 Mr. Adams & Mr. Call reviewing the SCI Report on crew count & working on strategy to approach DTE for an appropriate credit. Results to be presented to the Board at the next meeting.			X	02.09.22
34	12.01.21	ACTION AGENDA	Ms. Hlebak to obtain other options and proposals to replace mini-split A/C units and depending on progress, provide at the January or February meeting. 01.12.22 The existing Contractor's suggested keeping the existing systems due to the way the buildings were constructed. He felt the best route was to replace the compressor.			X	02.09.22

**TSR CDD
ACTION & COMPLETED ITEMS LIST
04.13.22 FOR 05.11.22 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
35	08.11.21	AGENDA	Mr. Silber & Staff to negotiate leasing Starkey Ranch Welcome Center. 10.13.21 Combined Action Item #13. Mr. Call to send Ms. Willson Welcome Center Lease. 11.10.21 Ms. Comella & Mr. Wilkes to review site plan for Cunningham CDD owned land and provide building scenarios in the next few months.			X	03.09.22
36	01.12.22	ACTION AGENDA	Mr. Adams and Ms. Willson to review language in the HOA covenants and Petition to determine who is responsible for maintenance obligations for the sidewalk, curb and gutters and report back to the board.			X	03.09.22
37	01.12.22	ACTION AGENDA	Ms. Willson to prepare letter and complaint for small claims court to homeowners at 13286 Batten Lane to submit payment to the CDD.			X	03.09.22
38	02.09.22	ACTION	Mr. Adams to develop and post after-hours emergency telephone numbers on the District's website.			X	03.09.22
39	02.09.22	ACTION	Mr. Adams to ask the Sheriff's Office to have patrol officers focus on Night Star Trail.			X	03.09.22
40	02.09.22	ACTION	Mr. Adams to research commercial shared costs revenues are escalating according to the agreements. Also research source of trash assessment revenue and apprise the Chair.			X	03.09.22
41	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 Ms. Willson to work with Mr. ___ to ensure donating is in the correct format. With regard to tax liability, Real Estate Counsel will need to review documents. 12.01.21 Appraisal was sent to Mr. Call. 03.09.22 Mr. Silber to look into this. 04.13.22 Remove item from list.			X	04.13.22
42	01.12.22	ACTION	Mr. Wilkes to work with Ms. Comella to identify locations to build or rent. Mr. Wilkes to contact the County regarding the development options for the strip of land next to Publix.			X	04.13.22

**TSR CDD
ACTION & COMPLETED ITEMS LIST
04.13.22 FOR 05.11.22 MEETING**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
43	02.09.22	ACTION	Mr. Adams to assist Ms. Hlebak in finding other vendors for the repairs to the structure on Lyon Pine Lane and Chapin Pass. 03.09.22 The sidewalk repairs at both locations were completed. A proposal to Mr. Hlebak to build a structure at the junction box was pending.			X	04.13.22
44	02.09.22	ACTION	Mr. Adams to provide the CDD's after-hours emergency telephone numbers for irrigation issues to the Welcome Center, to post on their website.			X	04.13.22
45	03.09.22	ACTION	Mr. Adams to have boards on Rangeland wooden bridge reinspected.			X	04.13.22
46	03.09.22	ACTION	Mr. Adams pursuing proposal from Engineer servicing concrete bridges to perform the study on the wooden bridges.			X	04.13.22
47	03.09.22	ACTION	Mr. Adams to add certain signage on the other side of the lake at Rangeland and Esplanade.			X	04.13.22
48	03.09.22	ACTION	Mrs. Adams to have Solitude inspect the dirt pond on Mellon Drive and the area before asking Taylor Morrison to address homeowners' complaints about construction debris behind the silt fence at Westmore Court.			X	04.13.22
49	03.09.22	ACTION	Mr. Adams to ask off-duty patrol to focus on Night Star & Barbour Trail.			X	04.13.22
50	03.09.22	ACTION	Ms. Willson to review the current Hog Contractor Agreement and discuss with the CDD's insurance provider, best practices and ability to permit homeowners to hunt in the preserve.			X	04.13.22
51	03.09.22	ACTION	Mr. Yahn going over billing with DTE.			X	04.13.22

TSR

COMMUNITY DEVELOPMENT DISTRICT

12C

TSR COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

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

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

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

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

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

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

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

¹budget incorporates a 6% annual increase to hourly rate since last rate adjustment

TSR

COMMUNITY DEVELOPMENT DISTRICT

12D



Monthly Summary Report

April 2022

Submitted by:

Renee Hlebak, Starkey Ranch Lifestyle Director

Alex Murphy, Operations Director



Starkey.
RANCH

Where life takes root.



APRIL PROGRAM HIGHLIGHTS

PROGRAM	CATEGORY	PARTICIPATION
Food Truck Friday	Family Social	150+
Fools Run 5k	Family Social	5 Runners
Yippy Hour	Family & Dog Social	10 Dogs & Owners
Yappy Hour	Family & Dog Social	Cancelled due to Weather
Community Garage Sale	Open to Public/Community Social	105 Homes
Meet & Mingle	Adult Social	16
Music in the Park	Family Social	225+
Eggstravaganza	Family Social	800+ Kids
What's for Dinner	Family Social	170+
Kid's Night Out	Kids Social	25
Drink This, Make That	Adult Social	25
Arbor Day	Family Social	20 Families & Trees Planted
Toddler Time	Family Social	10 Toddlers/Week
Yoga & Zumba	Group Fitness	6/Class

APRIL PROGRAM PHOTOS



APRIL AMENITY RENTALS

AMENITY LOCATION	FREQUENCY	REVENUE
Cunningham Hall	4 Days /21 Hours	\$1,050
Whitfield Park Pavilion	4 Days/16 Hours	\$240
Homestead Park Pavilion	3 Days/11 Hours	\$165
Albritton Park – Coming Soon!	N/A	N/A
Rentals usually take place Friday – Sunday, pending Lifestyle Programs and needed access to the facilities. Resident Clubs, Fitness and Community Associations are not included in these numbers. Deposits for Cunningham Hall and Damage Costs are not included. Damage costs are rarely charged/a concern after rentals. Deposit Checks for Cunningham Hall are held until the Monday after the rental, they are then returned or shred per the resident’s request.		

MAY PROGRAM FORECAST

PROGRAM	DATE
May the 4 th	May 4th
Cinco De Mayo Pick Up	May 5th
Mother Knows Best	May 8th
Yippy Hour	May 10th
Yappy Hour	May 12th
Food Truck Friday	May 13th
Kids Night Out	May 20th
Crafty Kids Afternoon	May 22nd
Meet & Mingle	May 24 th
Too Cool for School	May 25 th
Drink This, Make That	May 25 th
Music in the Park	May 27th
Memorial Day Celebration	May 30th
What's for Dinner	May 31st
Toddler Time	Every Monday (No Class on May 30 th)
Yoga & Zumba	Every Monday & Tuesday



RESIDENT CONNECTIONS

POSITIVE (+) OR NEGATIVE (-)	COMMENT	ACTION TAKEN
-	<p style="text-align: center;">Pool Gate/ Access System Upgrade</p> <p>We received several calls and visitors to the Welcome Center upset they were not aware of the Pool Gate Update.</p>	<p>Our team explained why the Board approved the upgrade and why it needed to be done. Our team also checked to make sure they were in the email blast system and suggested they download the app. Signs were also added to all the pool gates as reminders.</p>
-	<p style="text-align: center;">Cunningham Gate</p> <p>Residents not happy with the results of the last meeting were shutting the gate while staff was still on shift and while the park was technically still open with cars in the parking lot.</p>	<p>The Lifestyle Director has to send out an email blast & app notification in a Community Update requesting residents allow the staff to handle the gate per the District Management's request in the April 2022 meeting. Since that time the residents seem to be doing better at not closing the gate on our team and approaching those in the park.</p>
+	<p style="text-align: center;">Eggstravaganza</p> <p>Several residents emailed and approached staff about what a great time they had at the Easter Eggstravaganza Event.</p>	<p>Miss. Nikole and the entire Lifestyle Team worked really hard on this signature event. Like all events there were some snags along the way, but everyone seemed to have a great time. Several residents loved having time with the Easter Bunny too!</p>
-/+	<p style="text-align: center;">Arbor Day Planting Location</p> <p>Miss. Nikole was contacted with concerns on where the Arbor Day Trees should and should not be planted. The thought was the premium they paid for views outside their home should not be changed with the addition of trees.</p>	<p>The first complaints came from those on Mellon Drive in Albritton Park not wanting us to plant the trees in particular spots in Cunningham Park. When consulting with the Developer, the team was given the idea of a location off Long Spur, that was where the next set of complaints came from. They were worried the natural preserve view would be covered. With more help from the Developer, we adjusted slightly down Long Spur and everyone was happy.</p>

RESIDENT INTERACTIONS

TOTAL VISITS BY DAY/MONTH	
Monday	118
Tuesday	119
Wednesday	69
Thursday	52
Friday	128
Saturday	96
Sunday	43
TOTAL CALLS & EMAILS BY DAY/MONTH (Does NOT include Program or Rental Requests)	
Monday	84
Tuesday	44
Wednesday	39
Thursday	21
Friday	48
Saturday	23
Sunday	18

OVERALL UTILIZATION	
Total Visits (Mon – Sat 10am to 5pm, Sun 12pm to 5pm)	625
Total Calls & Emails (Does NOT include Program or Rental Requests)	279

FACILITY OPERATIONS & MAINTENANCE

ITEM	STATUS	CONCLUSION
Leaks at Cunningham Hall	In Progress	Waiting for contractor to schedule and repair the two leaks we have on the roof.
Broken Springer Handlebars at Homestead Park	Complete	Handle bars replaced within the last 12 months was found broken on April 1 st . Field Staff found a way to fix and secure them back on.
Pool Chair Repairs	In Progress	Waiting on repair kits.
Splash Pad Motor	Complete	Motor was replaced and fittings repaired.
Whitfield Park Pool Pumps & Plungers	Complete	A few mechanicals pumps and plungers for the pools chemical system were going bad and malfunctioned. Replaced and repaired.
Bathroom Light Fixture Issues	In Progress	Fixture and light currently being shipped back to be installed.
Fungus on Trail	In Progress	Asphalt has been removed and treatment is in process.
Bathroom A/C Replacement Wiring	Complete	Contractor completed all the wire issues and all A/C units are working in the Park Bathrooms.
Junction Box at Pocket Park	In Progress	Chapman Land Services has repaired the Junction Box and just waiting on SOD to complete project.
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. This does not include daily Park Attendant duties such as trash, park checks, rentals, etc.

THANK YOU.

