TARA COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

Monday, May 23, 2023, at 9:30 a.m. Meeting to be held at:

7340 Tara Preserve Lane Bradenton, FL 34203



2654 Cypress Ridge Blvd. Suite 101 Wesley Chapel, FL 33544 (813) 652-2454

Tara Community Development District

Board of Supervisors Staff:

Darby Connor, Chairman Joseph DiBartolomeo, Vice Chairman Mark Gough, Assistant Secretary Peyton Phillips, Assistant Secretary Christopher Morris, Assistant Secretary Jennifer Goldyn, District Manager David Jackson, District Counsel Rick Schappacher, District Engineer Paul Kelley, Field Manager

Revised Meeting Agenda Tuesday, May 23, 2023 – 6:00 p.m.

1. 2.	Call to Order and Roll Call Pledge of Allegiance
3.	Adoption of the Agenda
4.	Audience Comments on Agenda Items – Three- (3) Minute Time Limit
5.	Staff Reports
	A. Admiral Environmental Lake Management Report
	B. Sunrise Landscape
	1. Consideration of Pest Control and Fertilization Agreement
	2. Consideration of Landscape Maintenance AgreementPage 8
	3. Consideration of Irrigation Maintenance Agreement
	C. Field Manager
	1. Regular Report
	D. District Counsel
	E. District Engineer
	1. Vegetation Clearing at Box Culverts
	F. District Manager
6.	Business Items
	A. Presentation of FY 2024 BudgetPage 27
	B. Consideration of Resolution 2023-08, Approving Proposed FY 2024 BudgetPage 37
	C. Consideration of Reserve Study proposal
_	D. Discussion of Rental Fees
7.	Consent Agenda
	A. Consideration of Regular Meeting Minutes from the April 25, 2023
	B. Consideration of the Workshop Meeting Minutes from April 24, 2023
8.	Supervisor Requests
9.	Audience Comments – Three- (3) Minute Time Limit
10.	Adjournment

The next meeting is scheduled for Monday, June 27, 2023



Pest Control and Fertilization

Tara CDD

Professional. Accountable. Partner.

Thank you for allowing Sunrise the opportunity to propose the landscape management for Tara CDD. After touring the property and drawing from our current experiences with similar projects, we believe Sunrise can improve both the appearance and health of the landscape. This proposal contains some general information about Sunrise and the various services we can provide. Your Account Manager will be your single point of contact and guide for any landscape concerns or questions related to the property. We believe that Sunrise is unique in the landscaping industry. As a local company with deep roots in the area, we focus exclusively on dedicating ourselves to our local customers without the distractions of additional geographies. Our business decisions are relationship oriented and made with our customers and team members in mind. We are confident that, if given the opportunity, we will exceed your expectations for aesthetics and professionalism to ensure that your properties showcase their full value.

This agreement is entered into **May 16, 2023**, by and between **Sunrise**, located at **5521 Baptist Church Rd. Tampa, FL**, and **Inframark**, the Owner or designated Owner's Representative, herinafter referred to as "Owner".

The parties wish to enter into an agreement to define the terms and conditions under which Sunrise will provide landscape maintenance services to the Owner.

Fixed Payment Services

Description of Services	Annual Cost
Horticulture Program & Pest Management	\$33,245.28
Annual Maintenance Price	\$33,245.28

Payment Schedule

Schedule	Total Price
June	\$4,493.89
July	\$2,676.97
August	\$0.00
September	\$4,344.54
October	\$3,207.42
November	\$4,344.54
December	\$0.00
January	\$0.00
February	\$5,379.69
March	\$2,033.22
April	\$3,706.97
May	\$3,058.07
·	\$33,245.31

Ву	/ By 5	Ву	
	Tom Bryant		
Date	5/16/2023	Date	
	Sunrise Landscane	Tara CDD	

Services

Horticulture Program & Pest Management

This proposal includes a complete tree, shrub, pest control, and lawn fertilization program as per standard industry specifications. Insecticides necessary to eliminate the infestation of pests in plants, trees, and shrubs shall be furnished by the Contractor as needed throughout the year. All sodded areas are to be fertilized six (6) times per calendar year unless requested differently by the client. The fertilizer is to be supplied by the Contractor. All trees and shrubs are to be fertilized four (4) times per calendar year unless requested differently by the client, with disease and insect control applied as needed. Products are to be supplied by the Contractor. Ant control is not included in contract. Such control is available upon request. Fees will vary according to the degree of infestation and desired frequency.

Terms & Conditions

AGREEMENT TERMS AND CONDITIONS

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<u>Start Date</u> - This Agreement shall commence on **June 1, 2023**, and shall renew for one additional year subject to price adjustments on the anniversary date of the Agreement unless terminated by either party by providing thirty days written notice prior to the end of the current term.

Consideration/Payment/Price Adjustments -

- **A.** In consideration for the Sunrise's performance for services described in the Services page, Owner agrees to pay Sunrise an annual sum of **\$33,245.28** invoiced in accordance with the attached payment schedule.
- **B.** Invoices will be sent on or about the 1st day of each month for current month's services and payment shall be **Net 30.** A late charge of 1.5% per month shall be charged on all amounts 30 days past due and a \$20.00 fee will apply to any returned check.
- **C.** Approximately sixty (60) days prior to each annual renewal, Sunrise may send Owner notification of renewal and a price adjustment. If the Owner does not object in writing within 30 days of the date of the notification of price adjustment, then the renewal of this Agreement shall include the price adjustment. If the Owner objects to the notification of price adjustment in writing within 30 days of the date of notice then Sunrise has the option to either (i) renew the Agreement without the price adjustment or (ii) terminate the Agreement.

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<u>Materials, Supplies, and Equipment</u> - Sunrise will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.

<u>Venue and Attorney's Fees</u> - This Agreement shall be governed by the laws of **Florida** with venue in the same county where Sunrise's service location is based. In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.

Minor Repairs - Sunrise is authorized to perform up to \$200.00 worth of repairs not covered by this Agreement without prior approval of Owner.

<u>Liability</u> - Sunrise is an independent contractor and the Owner assumes no liability for injury to Sunrise or Sunrise's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants, or employees. It is further understood that the Sunrise is not liable for any damage of any kind whatsoever that is not caused by the Sunrise, its agents, or employees and Sunrise shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.

<u>Insurance</u> - Sunrise agrees to carry worker's compensation, comprehensive general liability, and automobile insurance in an amount not less than \$2,000,000 in the aggregate.

Notification of Deficient Work - If Owner believes Sunrise is providing deficient work, Owner agrees to notify Sunrise of deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by Sunrise within 10 days Owner knew or should have known of the deficiencies, Owner is deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon a notification of deficient work, Sunrise agrees to rectify such deficiencies within 14 days to the extent commercially reasonable. If the Sunrise corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.

Early Termination - Either party may terminate this Agreement by giving 30 days written notice to the other party. Sunrise may also immediately cease performance or terminate this Agreement if Owner refuses or fails to pay Sunrise according to the terms of this Agreement. In the event this Agreement is cancelled prior to the scheduled termination date, the parties recognize that the annual charge stated above is the total charge for all work to be performed under the Agreement divided by the number of calendar months included in the payment period. Due to the seasonal nature of the services provided within the Agreement, the equal monthly payments do not represent the value of the work performed in any given month. In the event of early termination of this Agreement, Owner agrees to pay Sunrise for all services performed through date of early termination.

Assignment - Owner shall not assign this Agreement without the other's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new Owner or entity, Sunrise may require (i) approval of the credit worthiness of the new Owner and (ii) written assumption by the new Owner of all terms of this Agreement. Sunrise may subcontract any portion of this Agreement to a qualified third party.

<u>Notices</u> - Notice to Sunrise shall be sufficient if made or addressed to **5521 Baptist Church Road Tampa FL 33610** and to Owner at the principal place of business stated herein.

<u>Complete Agreement</u> - This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.



Landscape Maintenance Agreement

Tara CDD

Professional. Accountable. Partner.

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Fixed Payment Services

Description of Services	Annual Cost
Landscape Maintenance Visit	\$101,570.92
Detail Visit	\$50,785.24
Annual Maintenance Price	\$152,356.16

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
Hort Program & Pest Management	12	\$4,895.35	\$58,744.20

Payment Schedule

Schedule	Total Price
June	\$12,696.35
July	\$12,696.35
August	\$12,696.35
September	\$12,696.35
October	\$12,696.34
November	\$12,696.35
December	\$12,696.34
January	\$12,696.35
February	\$12,696.34
March	\$12,696.35
April	\$12,696.34
May	\$12,696.35
	\$152,356.16

Ву	/Byst	Ву	
	Tom Bryant		
Date	5/16/2023	Date	
	Sunrise Landscape	Tara CDD	

Services

Landscape Maintenance Visit

Mowing shall be maintained within a 2" to 4" range. Blades are to be kept sharp to provide a high quality cut and to minimize disease. Frequency is dependent on the scope requested. Mowing is to be maintained so as to remove no more than 2" of the grass blade at any single cutting. The removal of clippings, should they accumulate, shall be considered mandatory. Edging shall include walks, drives, curbs, bed perimeters, tree wells, and trees. Contractor shall line-trim or chemically treat around posts, lights, signs, trees, utility installations, as required to keep a neat, clean appearance throughout property. All plants and trees up to 7 - 9' height are to be pruned. This will be done twice per year. Weeding shall be done in conjunction with mowing as a regular duty. Beds and tree wells are to be kept virtually weed-free to avoid competition with desirable plants for water and fertilizer, as well as enhancing the appearance of overall design.

Detail Visit

Optional Services

Hort Program & Pest Management

This proposal includes a complete tree, shrub, pest control, and lawn fertilization program as per standard industry specifications. Insecticides necessary to eliminate the infestation of pests in plants, trees, and shrubs shall be furnished by the Contractor as needed throughout the year. All sodded areas are to be fertilized six (6) times per calendar year unless requested differently by the client. The fertilizer is to be supplied by the Contractor. All trees and shrubs are to be fertilized four (4) times per calendar year unless requested differently by the client, with disease and insect control applied as needed. Products are to be supplied by the Contractor. Ant control is not included in contract. Such control is available upon request. Fees will vary according to the degree of infestation and desired frequency.

Terms & Conditions

AGREEMENT TERMS AND CONDITIONS

<u>Services</u> - **Sunrise Landscape** agrees to perform the landscape management services noted on the Services page in accordance with provided specifications for **Tara CDD**, located at **7340 Tara Preserve Dr Bradenton FL**, **34203** (hereinafter referred to as "Property").

<u>Start Date</u> - This Agreement shall commence on **June 1, 2023**, and shall renew for one additional year subject to price adjustments on the anniversary date of the Agreement unless terminated by either party by providing thirty days written notice prior to the end of the current term.

Consideration/Payment/Price Adjustments -

- **A.** In consideration for the Sunrise's performance for services described in the Services page, Owner agrees to pay Sunrise an annual sum of **\$152,356.16** invoiced in accordance with the attached payment schedule.
- **B.** Invoices will be sent on or about the 1st day of each month for current month's services and payment shall be **Net 30.** A late charge of 1.5% per month shall be charged on all amounts 30 days past due and a \$20.00 fee will apply to any returned check.
- **C.** Approximately sixty (60) days prior to each annual renewal, Sunrise may send Owner notification of renewal and a price adjustment. If the Owner does not object in writing within 30 days of the date of the notification of price adjustment, then the renewal of this Agreement shall include the price adjustment. If the Owner objects to the notification of price adjustment in writing within 30 days of the date of notice then Sunrise has the option to either (i) renew the Agreement without the price adjustment or (ii) terminate the Agreement.

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Minor Repairs - Sunrise is authorized to perform up to \$200.00 worth of repairs not covered by this Agreement without prior approval of Owner.

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<u>Insurance</u> - Sunrise agrees to carry worker's compensation, comprehensive general liability, and automobile insurance in an amount not less than \$2,000,000 in the aggregate.

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Irrigation Maintenance Agreement

Tara CDD

Professional, Accountable, Partner,

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Fixed Payment Services

Description of Services	Annual Cost
Irrigation Inspection	\$28,368.00
Annual Maintenance Price	\$28,368.00

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
Hort Program & Pest Management	12	\$4,895.35	\$58,744.20

Payment	: Schedule
Schedule	Total Price
June	\$2,364.00
July	\$2,364.00
August	\$2,364.00
September	\$2,364.00
October	\$2,364.00
November	\$2,364.00
December	\$2,364.00
January	\$2,364.00
February	\$2,364.00
March	\$2,364.00
April	\$2,364.00
May	\$2,364.00
	\$28,368.00

Ву	7Byst	Ву	
	Tom Bryant		
Date	5/16/2023	Date	
	Sunrise Landscape	Tara CDD	

Services

Irrigation Inspection

Irrigation System will be checked once per month and client will be notified of needed repairs. Each zone will be turned on and operated, heads will be inspected for adjustment and alignment. Above ground repairs and all below ground repairs (i.e. valves, controllers and pumps) are considered unscheduled repairs. Parts and Supplies for the system will be billed at fair market value. Parts will be commercial grade. Watering Schedule will be maintained as needed and in accordance with regulatory agencies' watering restriction rules. Times will be adjusted for each zone based on needs and watering restrictions. Contractor is authorized to perform up to \$200.00 worth of repairs not covered by this Agreement without approval of Owner.

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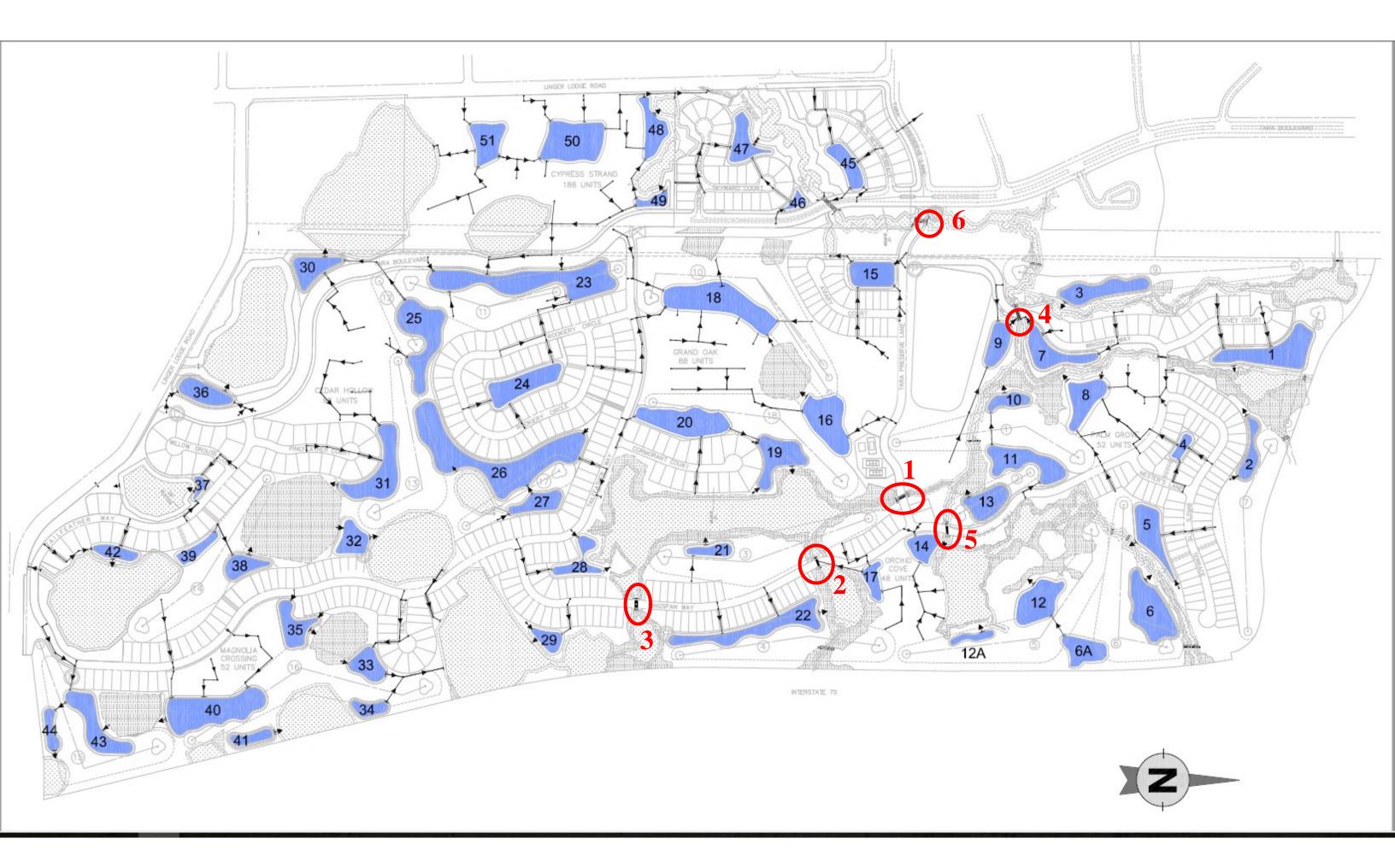
Exhibit "A"

TARA Vegetation Removal at Structures

Bid Tabulation Form 5.12.23

			Admiral		ANJ Excavation		Crosscreek		Sunrise		
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Area 1 - Clear 20' x 20' in front of north headwall	1	LS	400.00	400.00	450.00	450.00	550.00	550.00	1,215.00	1,215.00
2	Area 1 - Clear 20' x 20' in front of south headwall	1	LS	400.00	400.00	450.00	450.00	550.00	550.00	1,215.00	1,215.00
3	Area 2 - Clear 10' wide x 20' in front of west headwall	1	LS	300.00	300.00	275.00	275.00	400.00	400.00	972.00	972.00
4	Area 2 - Clear 10' wide x 20' in front of east headwall	1	LS	300.00	300.00	275.00	275.00	400.00	400.00	972.00	972.00
5	Area 3 - Clear 20' x 20' in front of west headwall	1	LS	425.00	425.00	450.00	450.00	550.00	550.00	1,215.00	1,215.00
6	Area 3 - Clear 20' x 20' in front of east headwall	1	LS	425.00	425.00	450.00	450.00	550.00	550.00	1,215.00	1,215.00
7	Area 4 - Clear trapped debris in front of east headwall	1	LS	350.00	350.00	200.00	200.00	400.00	400.00	1,215.00	1,215.00
8	Area 5 - Clear 20' x 20' in front of west headwall	1	LS	400.00	400.00	450.00	450.00	550.00	550.00	1,215.00	1,215.00
9	Area 5 - Clear 20' x 20' in front of east headwall	1	LS	400.00	400.00	450.00	450.00	550.00	550.00	1,215.00	1,215.00
10	Area 6 - Clear 6' up both banks and 20' upstream in front of north headwall	1	LS	500.00	500.00	650.00	650.00	850.00	850.00	1,215.00	1,215.00
11	Miscellaneous cleanup and work	1	LS	0.00	0.00	100.00	100.00	0.00	0.00	0.00	0.00
	Total				\$3,900.00		\$4,200.00		\$5,350.00		\$11,664.00

All Clearing shall include removal or mulching of cut debris and applying an eco-friendly herbicide on stumps to deter future growth





1 - South Side Tara Preserve Lane near Wingspan Way



1 - South Side Tara Preserve Lane near Wingspan Way



1 - South Side Tara Preserve Lane near Wingspan Way



1 - North Side Tara Preserve Lane near Wingspan Way



1 - North Side Tara Preserve Lane near Wingspan Way



1 - North Side Tara Preserve Lane near Wingspan Way



2 - north of 6205 Wingspan Way, west side



2 - north of 6205 Wingspan Way, west side



2 - north of 6205 Wingspan Way, east side



2 - north of 6205 Wingspan Way, east side



3 - north of 6305 Wingspan Way, west side



3 - north of 6305 Wingspan Way, west side



3 - north of 6305 Wingspan Way, east side



3 - north of 6305 Wingspan Way, east side



3 - north of 6305 Wingspan Way, east side



4 - Wingspan Way near aqua range, east side





4 - Wingspan Way near aqua range, east side



5 - Wingspan Way north of Tara Preserve Lane, west side



5 - Wingspan Way north of Tara Preserve Lane, west side



5 - Wingspan Way north of Tara Preserve Lane, east side



5 - Wingspan Way north of Tara Preserve Lane, east side



5 - Wingspan Way north of Tara Preserve Lane, east side



6 - Tara Preserve Lane east of Tara Blvd, north side



6 - Tara Preserve Lane east of Tara Blvd, north side



6 - Tara Preserve Lane east of Tara Blvd, north side



6 - Tara Preserve Lane east of Tara Blvd, north side



6 - Tara Preserve Lane east of Tara Blvd, north side

Tara

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2024

Version 1 - Proposed Budget:
Presented May 23, 2023

Prepared by:



Tara

Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes

Fiscal Year 2024 Proposed Budget

	ANNUAL BUDGET
ACCOUNT DESCRIPTION	FY 2024
REVENUES	
Interest - Investments	\$ 4,559
Interest - Tax Collector	-
Special Assmnts- Tax Collector	650,162
Special Assmnts-Gate	-
Special Assmnts- Delinquent	-
Other Miscellaneous Revenues	-
TOTAL REVENUES	654,721
EXPENDITURES	
Administrative	
P/R-Board of Supervisors	12,000
ProfServ-Engineering	10,000
ProfServ-Mgmt Consulting	54,952
ProfServ-Legal Services	15,000
Auditing Services	3,600
Trustee	4,000
Bank Fees	500
Insurance - General Liability	3,234
Legal Advertising	1,523
Assessment Roll	5,200
Misc-Web Hosting	4,000
Misc Mailings	2,600
Dues, Licenses and Fees	650
Total Administrative	117,258
Field	
Security Monitoring	4,568
Electric Utility Services	
Utility Services	39,000
Utility - Recreation Facilities	7,000
Gas UtilityServices	
Utility Services	14,000
Water/Sewer Combination Services	
Water/Sewer Utility Services	4,500
Stormwater Service	
Fountain Service Repairs and Maint	1,200
Lake/Pond Bank Maintenance	3,500
Aquatic Maintenance	33,450
Aquatic Plant Replacement	2,500
Stormwater System Maintenance	7,000
Other Physical Environment	-
Property Insurance	7,850

Summary of Revenues, Expenditures and Changes

Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2024
General Liability	3,600
Entry and Walls Repairs	5,000
Landscape Maintenance	152,400
Irrigation maintenance	28,368
Irrigation Repairs	10,000
Landscape Replacement	18,500
Well Maintenance	5,000
Tree Trimming/Encroachment Services	15,000
Holiday Decorations	4,000
Landscape Mulch	12,000
Annuals	14,700
Pest Control & Fertilization	33,250
Parks & Recreation	-
Management Contract	40,960
Computer Support, Maintenance Repair	1,000
Facility Supplies	4,060
Athletic/Park Court/Field Repairs	2,000
Lighting Replacement	2,500
Clubhouse Misc Expense Vehicle Maintenance	8,500
Pool Service Contract	2,000
Pool Repairs	9,600 5,000
Facility AC and Heating Maintenance	2,800
Access Control Maintenance and Repair	2,000
Telephone Fax, Internet	3,360
Clubhouse - Facility Janitorial Service	7,800
Furniture Repair	1,000
Office Supplies	1,000
Contingency	-
Miscellaneous Contingency	20,000
Special Projects	15,000
Total Field	554,966
TOTAL EXPENDITURES	672,224
Cusas (deficiency) of	
Excess (deficiency) of revenues	(47.500)
Over (under) expenditures	(17,503)
OTHER FINANCING SOURCES (USES)	
Contribution to (Use of) Fund Balance	22,062
TOTAL OTHER SOURCES (USES)	22,062
Net change in fund balance	22,062
FUND BALANCE, BEGINNING	-

Summary of Revenues, Expenditures and Changes

Fiscal Year 2024 Proposed Budget

	ANNUAL	
	BUDGET	
ACCOUNT DESCRIPTION	FY 2024	
	1 1	
FUND BALANCE, ENDING	\$ 22,062	2_

Reserve Fund

Allocation of Fund Balances

AVAILABLE FUNDS

Beginning Fund Balance - Fiscal Year 2024		<u>ount</u>
beginning i and balance i isoal i cal 2024		\$ -
Net Change in Fund Balance - Fiscal Year 2024		-
Reserves - Fiscal Year 2024 Additions		32,500
Total Funds Available (Estimated) - 9/30/2024		32,500
ALLOCATION OF AVAILABLE FUNDS		
Nonspendable Fund Balance		
Prepaid Items		-
Deposits		-
Inventories	-	-
	Subtotal	-
Restricted Fund Balance		
Debt Service - Series XXXX	_	
	Subtotal	-
Committed Fund Balance		
Capital Project - Series XXXX		-
	Subtotal	-
Assigned Fund Balance		
Operating Reserve - First Quarter Operating Capital		-
Reserves - Capital		32,500
Reserves - Roadways		-
	Subtotal	32,500
Total Allocation of Available Funds		32,500

Notes

(1) Represents approximately 3 months of operating expenditures

Tara

Community Development District

Debt Service Budgets
Fiscal Year 2024

Allocation of Fund Balances

	Debt Service Series 2012A-1		 Service s 2012A-2
AVAILABLE FUNDS			
Beginning Fund Balance - Fiscal Year 2024	\$	-	\$ -
Net Change in Fund Balance - Fiscal Year 2024		-	-
Reserves - Fiscal Year 2024 Additions		155,654	51,537
Total Funds Available (Estimated) - 9/30/2024		155,654	51,537
ALLOCATION OF AVAILABLE FUNDS Restricted Fund Balance Interest Payment - November 2011 Principal Payment - May 2012 Interest Payment - November 2012 Reserve Account(s) - US Bank Place Reserve balances here. Place Reserve balances here. Place Reserve balances here.			- - - - -
Assigned Fund Balance Place balances here.		-	-
Total Allocation of Available Funds		-	-
Total Unassigned Cash	\$	155,654	\$ 51,537

<u>Notes</u>

Tara

Community Development District

Supporting Budget Schedules
Fiscal Year 2024

Comparison of Assessment Rates Fiscal Year 2024 vs. Fiscal Year 2023

Product &	General Fund 001			Debt Service			Total Assessments per Unit			Total
Phase	FY 2024	FY 2023	% Change	FY 2024	FY 2023	% Change	FY 2024	FY 2023	% Change	Units
Multi-Family	\$292.57	\$292.57	0.0%	\$141.76	\$141.76	0.0%	\$434.33	\$434.33	0.0%	493
Standard	\$886.57	\$886.57	0.0%	\$175.11	\$175.11	0.0%	\$1,061.68	\$1,061.68	0.0%	230
Deluxe	\$1,037.29	\$1,037.29	0.0%	\$216.80	\$216.80	0.0%	\$1,254.09	\$1,254.09	0.0%	160
Estates	\$1,329.86	\$1,329.86	0.0%	\$266.83	\$266.83	0.0%	\$1,596.69	\$1,596.69	0.0%	118
Golf Club	\$38,415.11	\$38,415.11	0.0%	\$46,450.12	\$46,450.12	0.0%	\$84,865.23	\$84,865.23	0.0%	1
										1002

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TARA COMMUNITY DEVELOPMENT DISTRICT 1 APPROVING PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the "Board") of the Tara Community Development District 1 (the "District") prior to June 15, 2023, proposed budget(s) ("Proposed Budget") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TARA COMMUNITY DEVELOPMENT DISTRICT 1:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 22, 2023

HOUR: 9:30 a.m.

LOCATION: Tara Community Center

7340 Tara Preserve Lane Bradenton, FL 34203

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least sixty (60) days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2 of this Resolution and shall remain on the District's website for at least forty-five (45) days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed pursuant to Florida law.

EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.
 PASSED AND ADOPTED THIS 23rd DAY OF MAY, 2023.

ATTEST:	TARA COMMUNITY DEVELOPMENT DISTRICT 1	
Assistant Secretary	By: Its:	

Exhibit A: Approved Proposed Budget for Fiscal Year 2023/2024

Exhibit A:

Approved Proposed Budget for Fiscal Year 2023/2024

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Independent Works LLC.

Property Manager: Jennifer Goldyn, CDD District Manager Association Name: Tara Community Development District

Association Address: 7340 Tara Preserve Lane, Bradenton, Florida 34203

Reserve Study Proposal

Scope of Work:

- Pre-inspection meeting, budget review, component review, condition assessment, full reserve study with inspection, one free revision, revised financials while determining final budget.
- Report includes- Item Parameter Chart Detail, Expenditures, Cash flow Chart, Annual Chart, Monthly Chart, Supplementary and Components Charts.

Structures and Improvements to be included

Please see addendum

Reserve study Methodology and Procedures

Your report will include a preliminary on-site meeting with the board of directors, management and any other interested parties to discuss your association's reserve history, budget/financials and answer any questions about the reserve study process with the reserve specialist/analyst completing the report. A list of professional references can be provided, if so desired.

A thorough on-site inspection of your common area improvements/reserve components. Accurate measurements will be made using construction blueprints and site plans combined with field measurements made by the reserve specialist/analyst completing the report.

Detailed reserve funding analyses using both the Component Funding analysis and Cash Flow Analysis (Pooling Method) funding methodologies in compliance with applicable statutory requirements, market standards for similar properties/associations, and your association's specific reserve funding goals. Our state-of-the-art software and reserve study reports are approved by the American Institute of Certified Public Accountants (AICPA)

2/3/2023 Page | 2

Independent Works LLC.

Property Manager: Jennifer Goldyn, CDD District Manager Association Name: Tara Community Development District

Association Address: 7340 Tara Preserve Lane, Bradenton, Florida 34203

An electronic preliminary draft report for your association's review so that any possible factual inaccuracies or differences of opinion can be addressed before a final reserve study report is issued. That way your association can play an active role in the overall process. We allow each association one set of agreed upon changes/revisions to the preliminary draft report at no charge. Additional scenarios/revisions will be billed separately.

One electronic and one printed final report will be provided. Additional printed copies can be provided at a nominal per report fee.

Association Information Required:

We will need from you a copy of your current reserve budget so that our report can be designed to reflect similar reserve classifications/categories making it easier for your association to make direct comparisons between your budget and our findings

As much recent factual cost history for your reserves as is available. This information will be reconciled with actual costs incurred for similar upgrades at similar properties and our data sources.

Addendum:

EXPENDITURES INCLUDED: Common Areas for Condominium Development District: Clubhouse: Exterior Paint & Waterproofing, Roof, Fire Alarm Systems, Plumbing, Common Area HVAC Systems, Interior Paint, Furnishings, Interior Renovations of Common Areas, including and not limited to Restrooms, Fitness Area, Lobby, Kitchen, Pool & Spa, Deck, Equipment, Furniture, Perimeter Fencing & Gates, Lake, Aerators, Lakes, Site Fencing and Gates, Asphalt Pavement, Site Lights, Landscaping, Irrigation, Entry Monument Signage, Video Surveillance

2/3/2023 Page | 3

Independent Works LLC.

Property Manager: Jennifer Goldyn, CDD District Manager Association Name: Tara Community Development District

Association Address: 7340 Tara Preserve Lane, Bradenton, Florida 34203

Fee Structure

This fee is inclusive of all related expenses to complete the final reserve study. Fees will be honored for <u>90 Days</u> from the date indicated on this proposal this proposal assumes that the reserve specialist will have free access to all portions of all buildings included in the reserve study. The total fee is due upon delivery of draft report.

Half payment will be collected at the pre-inspection meeting. The remaining half of the invoice will be paid upon receipt of the draft report. A free final report will be issued at any time upon the request of the association.

Please Choose One

- o \$2,995.00 Reserve Study Inspection with Full Reserve Study
- o \$2,995.00 Reserve Study Inspection with Full Reserve Study and 2 Annual updates for an additional fee of \$1,495 each year.

Respectfully s <i>Margery Sc</i>		
Margery Schu	ıltz	
Reserve Spec	ialist	
Accepted B	y:	
	SIGNATURE	DATE
	NAME (PLEASE PRINT)	TITLE
	EMAIL ADDRESS (PLEASE PRINT)	PHONE #
		Independent Works, LLC. Margery Shultz Reserve Specialist

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TARA

COMMUNITY DEVELOPMENT DISTRICT 1

PLEDGE OF PUBLIC CONDUCT

WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

The regular meeting of the Board of Supervisors of the Tara Community Development District 1 was held on **Tuesday**, **April 25**, **2023**, **at 9:34 a.m.** at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, FL 34203.

Present and constituting a quorum:

Darby Connor Board Supervisor, Chairman

Joe DiBartolomeo Board Supervisor, Vice Chairman

Christopher Morris

Mark Gough

Peyton Phillips

Board Supervisor, Assistant Secretary

Board Supervisor, Assistant Secretary

Board Supervisor, Assistant Secretary

Also present via teleconference were:

Jennifer Goldyn District Manager, Inframark

Angel Montagna Regional District Manager, Inframark

Brett Perez Field Manager, Inframark

David Jackson District Counsel, Cohen & Perrson

Paul Kelley Field Manager, Inframark

Thomas Bryant Representative, Sunrise Landscape

Rick Schappacher District Engineer, Schappacher Engineering

Mike Kaighin Representative, Admiral Environmental

Audience Present

FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 9:34 a.m. and all joined in to give the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Adoption of Agenda

On a motion from Mr. DiBartolomeo, seconded by Mr. Connor, the Board unanimously approved to adopt the agenda for the meeting, for the Tara CDD.

Ms. Goldyn introduced Ms. Montagna and Mr. Perez to the Board. Ms. Montagna and Mr. Perez explained to the Board the Inframark process.

On a motion from Mr. DiBartolomeo, seconded by Mr. Connor, the Board unanimously approved to allow Inframarrk to manage the District Emails for \$75.00, for the Tara CDD.

THIRD ORDER OF BUSINESS

Audience Comments

A resident brought in a map attempting to show the area he is clearing/encroaching on is not part of the wetland area, but is rather CDD property that is not being maintained.

Mr. Jackson noted that no one is allowed to go on CDD property to clear, or remove anything. Residents may trim anything that is hanging over their property line.

Mr. Schappacher noted on the Engineer's map, that residents is in fact encroaching in the CDD wetland.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape Update

On a motion from Mr. Connor, seconded by Mr. Phillips, the Board unanimously approved the proposal from Sunrise Landscape to for installation of pump 4, at the Community Center, in the amount of \$3,500.00 (Under Separate Cover), for the Tara CDD.

Mr. Kelley stated he would get Complete Electric to install a 220 outlet for the pump.

Mr. Bryant informed the Board that all fertilizer applications have been completed and all of the Annuals have been installed.

On a motion from Mr. Connor, seconded by Mr. DiBartolomeo, the Board unanimously approved the proposal from Sunrise Landscape to change out all the MR Rotors to Hunter PGP4", in the amount of \$5,256.09 (Under Separate Cover), for the Tara CDD.

On a motion from Mr. Connor, seconded by Mr. DiBartolomeo, the Board unanimously approved the proposal from Sunrise Landscape to install drip lines for the new Ixora beds on Tara Blvd., in the amount of \$4,595.70 (Under Separate Cover), for the Tara CDD.

(Under Separate Cover)

Mr. Kaighin reviewed his report with the Board. He noted that two visits a month will begin in May and that all three fountains are set to run from noon to midnight.

C. Field Manager Report (Under Separate Cover)

Mr. Kelley reviewed his Field Manager report with the Board. The Board directed Mr. Kelley to obtain proposals from Xfinity and Comcast for camera systems.

D. District Counsel

Present and no report.

E. District Engineer

1. Present and no report. Mr. Schappacher will father proposals to remove the vegetation at box culverts. Mr. Schappacher also noted that no trespassing signs will be placed at the wetlands.

F. District Manager

- 1. Ms. Goldyn informed the Board of Supervisors that their next meeting would be held on May 23, 2023, at 9:30 a.m. The proposed budget meeting will be June 27, 2023. The Board directed Ms. Goldyn to cancel the July and September meeting.
- G. Board of Supervisors Liaisons

No report at this time.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-04, Appointing District Management

On a motion from Mr. Phillips, seconded by Mr. Gough, the Board unanimously adopted Resolution 2023-04, Appointing District Management, for the Tara CDD.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-05, Designating Officers

On a motion from Mr. Phillips, seconded by Mr. Gough, the Board unanimously adopted Resolution 2023-05, Appointing District Management, for the Tara CDD.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-06, Designating Authorization and Action to Accounts

On a motion from Mr. Gough, seconded by Mr. Phillips, the Board unanimously adopted Resolution 2023-06, Designating Authorization and Action to Accounts, as amended, for the Tara CDD.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2023-07, Registered Agenda

On a motion from Mr. Gough, seconded by Mr. DiBartolomeo, the Board unanimously adopted Resolution 2023-07, Registered Agenda, for the Tara CDD.

NINTH ORDER OF BUSINESS

Discussion Regarding the Golf Course Fence

Mr. Gough stated that the TMA is signing the agreement for Phase 1 of the fence project between TMA, CDD and the Golf Course. Phase 2 is on hold indefinitely.

TENTH ORDER OF BUSINESS

Consideration of Minutes from March 28, 2023

On a motion from Mr. Connor, seconded by Mr. DiBartolomeo, the Board unanimously approved the Meeting Minutes from March 28, 2023, as amended, for the Tara CDD.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

Mr. DiBartolomeo would like slides on 196 updated with the correct HOA information.

Mr. Gough presented a fitness center proposal for a 2,000 square foot fitness center that would cost roughly \$1 million dollars and would need 2/3 of the Community Vote. The Board decided this is not attainable at this time as enough of the Community is not in support of it.

TWELFTH ORDER OF BUSINESS Adjournment

On a motion from Mr. DiBartolomeo, seconded by Mr. Gough, the Board unanimously approved to adjourn the meeting at 11:32 a.m., for the Tara CDD.

Secretary/Assistant Secretary	Chairman/Vice Chairman

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TARA

COMMUNITY DEVELOPMENT DISTRICT 1

PLEDGE OF PUBLIC CONDUCT

WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

The Budget Workshop of the Board of Supervisors of the Tara Community Development District 1 was held on **Monday**, **April 24**, **2023**, **at 12:04 p.m.** at the Tara Community Center,located at 7340 Tara Preserve Lane, Bradenton, FL 34203.

Present and constituting a quorum:

Darby Connor Board Supervisor, Chairman

Joe DiBartolomeo Board Supervisor, Vice Chairman

Christopher Morris
Mark Gough
Peyton Phillips

Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also present via teleconference were:

Jennifer Goldyn District Manager, Inframark

Angel Montagna Regional District Manager, Inframark

Brett Perez Field Manager, Inframark

David Jackson District Counsel, Cohen & Perrson

Paul Kelley Field Manager, Inframark

Thomas Bryant Representative, Sunrise Landscape

Rick Schappacher District Engineer, Schappacher Engineering

Mike Kaighin Representative, Admiral Environmental

Audience Present

FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 12:04 p.m. and all joined in to give the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Discussion of FY 2024 Budget

The Board discussed FY 2024 Budget. No changes were made at this time.

THIRD ORDER OF BUSINESS

Adjournment

The meeting adjourned at 1:18 p.m.