

**District:** **KBAR RANCH II COMMUNITY DEVELOPMENT DISTRICT**  
**Date of Meeting:** Wednesday, July 15,2026  
**Time:** 6:00 PM  
**Location:** Amenities Center located at 10820 Mistflower Lane19037  
Tampa, Florida 33647

[Zoom Link](#)

**Phone: 1-305-224-1968**  
**Meeting ID: 961 5410 9450**  
**Passcode: 309345**

*For the full agenda packet, please contact: [Patricia@havenmgt.com](mailto:Patricia@havenmgt.com)*

- I. Call to Order/ Roll Call**
- II. Audience Comments – Agenda Items** *(limited to 5 minutes per individual)*
- III. Professional Vendor Presentations**
  - A. Presentation of Team Deliverables** **Exhibit 1**
  - B. District Engineering Report – Stantec**
    - 1. Consideration for Approval: Acquisition of Improvements & Work Product; Mistflower Lane Segments 3 & 4 , Tracts B & C** **Exhibit 2**
  - C. Blue Water Aquatics** **Exhibit 3**
  - D. Pine Lake**
    - 1. Consideration for Approval Proposal 9219: At Risk Tree Removals – Optional Replacement \$1,421.64 Per Occurrence** **Exhibit 4**
  - E. Field Services** **Exhibit 5**
  - F. Clubhouse and Amenity Manager**
    - 1. Amenity Manager Report** **Exhibit 6**
    - 2. Presentation for Discussion; Amazon Installation Agreement for Entry** **Exhibit 7**
    - 3. Consideration for Approval: Electrical Services for Tweener Lights & Camera Installation**
      - **Sheppard Electrical Services - \$2,860** **Exhibit 8A**
      - **Brandon Electric - \$2,274.71** **Exhibit 8B**
      - **Complete IT Court Access Control: \$8.323 & Monthly Licensing Service \$37.50** **Exhibit 8C**

4. **Discussion & Considerati,on of Pressure Wash Options**
  - **Consideration of JML Services Pressure Wash Proposal: 10 Mailbox Slabs - \$3,570** **Exhibit 9A**
  - **Skid Sprayer for Pressure Wash - \$1,899.99** **Exhibit 9B**
  - **Pressure Washer - \$479** **Exhibit 9C**
5. **Consideration for Approval: Fire Extinguisher & Hydrant Inspection**
  - **Piper - \$421** **Exhibit 10A**
  - **Cintas - Per Unit Cost Presented. 5 Extinguishers & 5 Exit Signs** **Exhibit 10B**
  - **Pye Barker - \$400** **Exhibit 10C**
6. **Consideration of AED Pads - \$69 (*one needed*)** **Exhibit 11**
7. **Presentation & Discussion of Signage for Emergency Spots**
  - **Presentation of Signage for Approval - \$35.76** **Exhibit 12A**
  - **U Channel Post - \$29.99 ea. (*six needed*)** **Exhibit 12B**
8. **Consideration of Proposal of Illuminations Proposal for Repeaters at 7 Entrances - \$3,950** **Exhibit 13**
9. **Consideration for Approval File Infrastructure**
  - **Four Drawer Filing Cabinet - \$189.99** **Exhibit 14A**
  - **Four Drawer Filing Cabinet - \$179.99** **Exhibit 14B**
10. **Consideration of Water Dispenser Station for Amenity Breezeway**
  - **Brio Load Water Cooler - \$239.99** **Exhibit 15A**
  - **Drinking Fountain with Bottle Filler - \$1,445.66** **Exhibit 15B**
  - **Bay 2 Bay Install of Drinking Fountain with Bottle Filler - \$3,757** **Exhibit 15C**
  - **Grable Plumbing - \$4,376.65** **Exhibit 15D**
11. **Consideration of Bench & Concrete Slab Proposals**
  - **Barco - \$719 ea. (*15 needed = \$10,785*)** **Exhibit 16A**
  - **Global Industrial - \$5,385** **Exhibit 16B**
  - **Laguna Bench - \$9,645** **Exhibit 16C**
  - **JML Industries - 15 Concrete Slabs - \$4,352.90** **Exhibit 16D**
  - **Site Masters Concrete Bench Pads - \$18,000** **Exhibit 16E**

**12. Consideration of Dumpster Proposals - 1x Weekly Service**

- **Republic Services - 4 yard: \$182.83 mo. 6 yard: \$230.68 & 8 yard: \$277.76** **Exhibit 17A**
- **FCC Services – 4 yard: \$314.54, 6 yard: \$256.37 & 8 yard: \$198.94 (formal proposal to be distributed)** **Exhibit 17B**

**G. Security - Complete IT**

- 1. Consideration of Proposal for Signage for Phone Number at Gate - \$450** **Exhibit 18**

**H. District Manager**

**I. District Counsel**

- 1. Consideration of Agreement: Complete IT Continuing Services** **Exhibit 19**

**IV. Administrative Matters**

**A. Consent Agenda**

- 1. Consideration for Acceptance: Junr, 2026 Unaudited Financial Statements** **Exhibit 20**
- 2. Consideration for Approval: The Minutes of the K-Bar Ranch II Regular Meeting of the Board of Supervisors Held on June, 2026** **Exhibit 21**

**V. Other Introduced Items**

**VI. Audience Comments – New Business (limited to 5 minutes per individual)**

**VII. Supervisor Requests**

**VIII. Adjournment**

**EXHIBIT 1**

**RETURN TO AGENDA**

SEQ	Date Assigned	Deliverable	Responsible	DELIVERABLE DATE	ADDITIONAL INFORMATION	STATUS
1	04.06.2026	Soccer Goal Pricing	Amenity Manager	05.20.2026	Get pricing for soccer goals to be delivered once Pine Lake confirms this field as a soccer field	Project to advance to Board consideration after Pine Lake confirms as to field maintenance and Board approval <b>05.12.2026</b> We have a walk with Pine Lake Thursday. We'll confirm we're ready for the soccer designation and will price out goals for each end of the field. <b>06/10</b> Pricing is on agenda. <b>Goals have been ordered and awaiting delivery</b>
2	04.06.2026	Quote for extending fences at checkpoints/village entrances	Amenity Manager	05.20.26	No permits anticipated to be needed	Mitch has already obtained several proposals that will be presented at the May meeting . <b>05.12.2026</b> . On <b>06/10</b> Getting COI from vendor so contract can be signed. Contract was issued to Fence Outlet and was executed by all parties on <b>06.15.2026</b> . <b>Install to be completed by early August</b>
3	04.06.2026	15 Benches needed	Amenity Manager	05.20.26	Benches need to be ADA compliant, with concrete footers.	<b>05.12.2026</b> We'll work to walk on a cost for this project. We don't have all the #s in yet, but should be able to turn this around to walk on next week. Need to get the quote for 15 concrete pads. <b>06/10</b> Waiting on concrete install quote. Will have for July agenda, <b>07/07 Concrete Pad installation added to Agenda. Benches quoted are added too</b>
4	04.06.2026	Separate gate entrance on the outside/gate company needs access for the tennis court	Amenity Manager	05.20.26	Amenity to obtain a proposal for access thru one gate to handle evening tennis play	<b>Complete IT Gate Access Proposal is received. Waiting on final written quote for fence door install. Will provide once finalized and received. We've been verbally advised by one vendor they're around 2k</b>
5	04.06.2026	Work on events	Amenity Manager	05.20.26	What are the events that are planned	<b>05.12.2026</b> There are currently no events planned we've been advised. We are reaching out for proposals to host a few events over this summer and will present to the Board once proposals are finalized - summer event is on the June agenda for approval . <b>The Board approved a July event !</b>
6	04.06.2026	Pressure wash mailbox kiosks and sidewalks	Amenity Manager	COMPLETED	Coming into the entrances: the main sidewalks, slabs around the mailboxes, the numbering/lettering and parking lot around the mailboxes. Proposal needed for the amenity team for the May meeting for curbs and sidewalks . Amenity team to pressure wash mailbox kiosk slabs and parking by end of April	<b>05.12.2026</b> Per Rizzetta - Pressure washing is completed. We will inspect this week. <b>COMPLETE</b>
7	04.15.2026	Send an email blast to residents about the public hearing for the adoption of the rules	Amenity Manager	05.20.26	Amenity team to send multiple emails to residents regarding the rules public hearing in June	<b>05.12.2026</b> We will be sending out in May and June as a heads up for all residents. <b>06/10</b> Email blast is being sent when agenda is finalized for inclusion in the newsletter. Also send out July meeting notice
8	04.15.2026	Add labels to the signage on the play structure	Amenity Manager	05.20.26	Needs to have the recommended age range	<b>05.12.2026</b> We will order the recommended age stickers for the necessary equipment. We do not have record of it being ordered yet. <b>06/10</b> We are finalizing the recommended ages with the manufacturer. Once confirmed the stickers will be installed. <b>Stickers sent for ordering</b>
9	04.15.2026	Little library book exchange	Amenity Manager	05.20.26	Install library at the District	<b>05.12.2026</b> We can add a little free library with a not to exceed approval for \$700. We just need a confirmed location to place it. <b>06/10</b> LFL has been ordered. Once shipment arrives we will install by the rocking chairs and send out a community newsletter. <b>07.06.26 Library is in, post will arrive soon then be installed</b>
10	04.15.2026	Mailbox sticker replacement	Amenity Manager	05.20.26	Replace identifying stickers on the mailboxes	<b>05.12.2026</b> Rizzetta advised stickers are not ordered yet. We are investigating the correct ones we need to install. <b>06/10</b> Reordering the stickers. We were advised by previous management they were already ordered, but we are having to reorder as we cannot find trace of previously ordered ones. <b>07.06 - Stickers are ordered and will be installed as soon as recieved.</b>
11	04.15.2026	Check on the resurfacing of Court 1	Amenity Manager	COMPLETED		<b>05.12.2026</b> Full inspection of all courts will be completed this week. <b>06/10</b> Completed inspection
12	06.17.2026	Well #4 needs an electrician	Amenity Manager	07.07.2026	Well #4 - need electrician = meadowpointe -- on the left hand side - power coming into the circuit breaker and blowing the fuse -- inbound power - covers non irrigated bahia	The amenity team is getting electrician proposals , <b>Electrical panel is completely melted. Proposal to fully repair, \$1,598</b>
13	06.17.2026	Amazon & delivery	Amenity Manager	07.07.2026	Amenity team to bring contract that allows Amazon delivery to the residents thru gates	Bring back contract/proposal to the July agenda. <b>Contract for free services is on the agenda</b>
14	06.17.2026	Dumpster Proposals	Amenity Manager	07.07.2026	Bring proposals for waste collection to the July agenda	Proposals sent from amenity manager on <b>06.26</b> for the agenda <b>Additional proposals will be on the agenda</b>
15	5.20.26	Classes	Amenity Manager	06.17.26	Get a list of different type of classes from Amenity team	<b>06/10</b> List of classes at the Clubhouse are included in our Amenity Report. We are working to getting updated COIs from all parties. Item to be presented in the June agenda
16	5.20.26	Grilling area	Amenity Manager	COMPLETED	Vasili to check on this, Wayne to discuss with fire marshall, need pictures and find out if gas unit would be approved	<b>06/10</b> Fire Marshal has denied any type of grill being installed.
17	5.20.26	Complete IT proposal	Amenity Manager	06.17.26	Look at the list and see how many we are talking about. Is there software that can track a tag if not available	<b>06/10</b> We have Security companies that can perform patrols and run plates included with their service. They also work with tow companies to tag vehicles for towing. One security company will run plates without a roving contract for \$10 per plate ran. <b>Complete IT will be at the meeting in June..New gate arms are installed . Gate strike tech expected by end of July</b>
18	5.20.26	Court Reservation	Amenity Manager	COMPLETED	Supersass features, demos, pricing. Bring this to next meeting along with court app	<b>06/10</b> Prices for Open Court and Super Saas are included in the June agenda. Board discussed in June
19	06.17.2026	Main Monument Lights Need to be Changes	Amenity Manager	07.07.2026	Change out the lights at the main monument entrance	<b>Lights were adjusted after the meeting, and adjusted back for Independence Day</b>
20	06.17.2026		Amenity Manager	07.07.2026	Areas in parking lot have damaged asphalt	<b>Have yet to receive any proposals as of yet</b>
21	06.17.2026	Camera for Breezeway	Amenity Manager	07.07.2026	Get a proposal for Board consideration	<b>07/07 Complete IT has provided Cost</b>
22	06.17.2026	Water Cooler Fountain	Amenity Manager	07.07.2026	Bring back water cooler proposals to the July meeting for Board consideration	<b>Cost will be included on the July agenda</b>

23	06.17.2026	Pressure Washing	Amenity Manager	07.07.2026	Bring back proposal for pressure washing mailbox kiosk, monument entrances and slabs or determine if on sight team can handle	Proposal from JML Added to agenda. As well as cost for new equipment
24	04.15.2026	Status on Pond 5 Project	Blue Water	COMPLETED	Bring this to the May meeting	05.11.26 Will relocate equipment to pond 5 and begin repairs at the end of this week. 05.13 Pond repairs begin tomorrow. Pond 23-repairs are complete. 5.20 pond 5 repairs underway and completed
25	04.06.2026	Pond 221 MES	Blue Water/District Engineer	COMPLETED		3/30 – received quote from Blue Water Aquatics 3/31 – requested Blue Water Aquatics to revise quote to include sodding from Pine Lake quote. Board approved proposal from Blue Water in the amount of \$9,890.45. District Engineer advised as to changes. Contract executed and awaiting delivery and final approval from the temporary District Engineer when project is completed. 5.11.26 Blue Water is starting repairs tomorrow (5/12) on the water control structures. Repairs should take 2-3 days. DE: 05/13 Have not heard from Blue Water if this work has been completed. Will review once work is finished 05/13 Blue Water update: Pond 23 repairs are complete
26	06.15.2026	Contract addendum	Complete IT	07.07.2026	Complete IT to bring back a listing of routine maintenance items for contract addendum	Listing was sent to Counsel on 07.06.2026 for contract addendum
27	03.17.2026	Proposal for Clubhouse Well Repair	District Engineer	COMPLETED	clubhouse well is not operational due to bad VFD control drive. Proposal was sent to prior mamangement company	Awaiting final approval and execuion as of 04.28. 05.13 these were approved but we have an issue with the mainline discovered once water was restored. New construction damaged this line and we are writing an estimate for repair. 5.20.26 - Vasilii to check closest power source for potential well . Pine Lake to provide proposal for well drill
28	04.06.2026	Sidewalk Analysis, Detectable Warnings	District Engineer	05.20.26	Sidewalks need to be evaluated.	DM sent maps to Amy Flattery with PSSC. PSSC responded, stating they would love to evaluate the sidewalks. DM will chat further on 04.07 with PSSC differences between their method and grinding 04.07/26. DM sent maps to Candace with Roadway Concepts. Roadway is meeting with Mitch on 04.08. Temporary District Engineer will be reviewing and providing opinion as to next steps at the May meeting . 05.13 need to get proposals for detectable warning strips to be replaced. 5.20.26 - sidewalk was repaired, the repair has a hole on the side and there is an A-frame on the right side. Vasilii to reach out to Johnson and Wayne to apply caution tape. Proposal for sidewalk repair was approved by the Board . Awaiting further information from District Engineer . Tactical warnings from Roadway concepts and bring back precision sidewalk amount for board consideration for all all sidewalks - this is on hold until we can identify the 5 trip hazards from Stantec and then can cross reference to prevision sidewalks for any additional repairs and then check with HOA to validate who handles maintenance in front of individual residential homes. Sidewalk review 7-7-2026. Report to follow showing 5 locations to be repaired.
29	04.06.2026	Tennis court lights proposal	District Engineer	05.20.26	Gather proposals to have the tennis courts lit	Toolman Electric quoted \$57,9755.00, including permit fees, for 6, 28-foot direct- burial steel poles. DM awaiting final response to follow-up questions 04.07.26. . Welch tennis court trying to schedule onsite visit for Thursday 04.09. District engineer is reviewing exact specs received from Tweener lights and will provide analysis at the May meeting . Tweener has advised that they can upgrade the lumens at no extra charge. 05.13 Will discuss Tweener lights questions answered to the Board. Awaiting contract revisions due to name change. Contract has been executed and amenity team is awaiting electrician proposals for the tweener lights . Contractor scope and fee approved. Contract circulated
30	04.06.2026	19308 Eagle Creek Ln Sidewalk Flooding	District Engineer	05.20.26	Task was given to new district engineer	4/3 – requested quote from Pine Lakes 3/23 – requested quote from Pine Lakes 2/27 – CR performed field inspection with Pine Lakes regarding ponding. 2/25 – CR performed field inspection where ponding was notice. Project was given to the new District Engineer for observations 05/13 will be getting proposals for flume to be installed in landscape area between sidewalk and road to allow water to run into road instead of stopping at sidewalk. Onsite review completed 7-7-2026. Report to follow.
31	04.22.26	Pond cleanup	District Engineer	05.20.26	Mr. Cane to advise on solutions regarding mowing of the pond banks	Email sent on 04.22.26 initiating conversation. Mr. Cane advised that the mowing of the pond banks was completed on 04.23.26. Waiting for Blue Lake to confirm they will handle the remaining vegetation on the pool bank as of 04.23.26. Blue Lake advised that the contract for the mitigation areas has expired with Horner Environmental. Reached out to Horner and left VM. Have reached out to two (2) other vendors for proposals as well. Will include in the June agenda the proposal from Steadfast for mitigation. Will review proposal when it is submitted.
32	06.14.2026	Mitigation of Wetland Maintenance Area	District Engineer	07.15.2026	Need a revised map with parcels N, I D and G posted so that we can get a proper bid. Stantec to get all permit areas and bringproposal to the July agenda	Upon compiling of listing then proposals can be sought from GHS and Steadfast. Also need Proposal for a delineation of the specific areas that are classified as conservation, buffer spaces, and maintenance areas relating to our Environmental Resource Permit with Southwest Florida Water Management District – Obtain proposal for survey of setback line. Greg to coordinate with staff on exhibit for staking and survey proposal.
33	04.06.2026	Natural area needs to be bush hogged	District Engineer	05.20.26	Looking to push back the buffer areas to the SWFWMD allowable area	Pulled Plats for all the K-Bar Ranch Community. Need further discussion on this area as this would involve getting EPC and SWFWMD involved on how much we are looking to push back buffer areas and which areas are desired. Obtain proposal for survey of setback line. Greg to coordinate with staff on exhibit for staking and survey proposal.
34	04.15.2026	Post the workshop meetings on the website and advertise in the annual meeting	District Manager	05.20.26		Waiting on the final schedule and will post to the website ! Website will be adjusted by 7.15.26
35	04.22.2026	Engineer RFQ	District Manager	COMPLETED	Advertise the RFQ in a newspaper of general circluation	RFQ was published in the Business Observer and new District Engineer was appointed

36	04.06.2026	Parking Permits	District Manager	COMPLETED	What can be done on the website	Reached out to school now on 04.07 - waiting on response . Permit can be requested on the website however the process is not automated and the amenity team will still need to send communication on as to any approval . It will just offer residents another avenue besides just emailing the amenity team directly. This can be discussed at the June meeting as website provider will just send emails to amenity manager , <b>Item was discussed at June meeting and no further direction was given</b>
37	04.15.2026	Budget Amendment for FY 26 Budget	District Manager	COMPLETED	Budget amendment advancing the fudn balance changes proposed	Budget amendment will be presented at the Mayt meetign - requested resolution from Counsel . Budget amendment was approved at the May meeting
38	04.15.2026	Resolution 26-10 & New Credit Card	Kutak Rock	COMPLETED	Disbursement of funds and credit card authorization increase NTE \$500 pre-purchase on an emergency basis	Need to wait till new amenity team is in place as cards are issued in the name of the District as well as an individual . Resolution was adopted by the Board
39	04.22.26	e-bikes and e-scooters	Kutak Rock	05.20.26	Need a way to enforce rules regarding e-bikes/scooters.	Email sent to district counsel on 04.22.26 suggesting ideas. SB 382 awaiting signature from Governor that advances a 10 mph safety speed and a task force and other items
40	5.20.26	Easement Encroachment Agreement	Kutak Rock	COMPLETED	Counsel to draft agreement for easement encroachment for 19238 Old Spanish	Agreement approved at the May meeting
41	06.17.2026	Suncoast Rust	Kutak Rock		Kutak to send letter to prior District manager regarding Suncoast agreement	Letter was sent and awaiting a response
42	06.17.2026	Tract Transfer	Kutak Rock/District Engineer		Kutak to revise the transfer agreement and Stantec to add maps	Kutak sent on 06.17.26 and Stantec will finalize
43	04.06.2026	Adding barriers around the well pumps	Pine Lake	05.20.26	Hedge for Meadowpoint	Proposal was approved at April meeting and PineLake sent contract on 04.22, 04.24 and 04.28 05.13-Working to schedule these installs later this month pending consistant rainfall.Waiting for the shorted electrical line to be resolved at well 4 to install plant material. Contract was initiated in the amount of \$1,598 and is bring circulated for signature on 07.07
44	04.06.2026	2 Acre Parcel/Dedicated Play Area/Soccer	Pine Lake	05.20.26	Mr. Cane to advise on the current and proposed mow schedules (must maintain grass at 2.5 inches), grading, and the cost to maintain a regular mow schedule	Mr. Cane responded on 04.07 and advised that he would investigate as to additional charges, Sent followup email on 04.28.2026 so that the Board can consider advancing at the meeting 05.13 crew working to walk down turf height in this area during regular maintenance. Crew has been consistently mowing these areas lower for resident use, spot treatment for ants added to this week's visit for event on the 12th.
45	04.06.2026	Maintenance items (leaning and faded signs, leaning trees, tree shaking	Pine Lake	05.20.26	Leaning Trees and Strapping	Mr. Cane to advise on trees that may need staking or to have the stake removed 04.07.26. Meeting with arborist on 05.05 to discuss .05.13 we dont do anything with signs but were are removing damaged tree bracing and straps as we move through the community.Crew has been removing all old lodge poles over the last several weeks and replacing any that may need to remain in place.
46	04.06.2026	Proposal for expanding irrigation zones	Pine Lake	05.20.26	Expanding irrigation zones to convert bahia to St. Augustine. Plan to phase out in accordance with high vis areas.	Awaiting overview proposal set in separate phases. Estimate for each phase installation has been requested. Looking to keep each phase at about \$7,500, if possible 04.07.2026. Mr. Cane responded on 04.07 and will be advancing with proposals ASAP. Awaiting new proposal as of 04.28.26. 05.13 currently working through this, will have an update for board at this months meeting.. In progress, will target to have more clarity on this by next month's meeting. Working to find a way to break this into smaller chunks versus a large capital project.
47	04.06.2026	Proposal for annuals versus perennials	Pine Lake	05.20.26	Landscape entry Bed Enhancements	Mr. Cane responded on 04.07 and will be advancing with proposals ASAP. Proposal was approved at April meeting. Pine Lake was sent contract on 04.22, 04.24 and 04.28. Pine Lake has also advised that they are wiating on the well repair as well as the rainy season 05.13 Working to schedule these installs later this month pending consistant rainfall. . Installations are largely completed; we have to finish last bed remaining is the entrance to Eagle Creek.
48	04.06.2026	Tree count - decline in myrtles and magnolias - reach out to arborist	Pine Lake	COMPLETED	Some of the trees have remained in their wire baskets and burlap bags.	Requested count of declining trees and number of trees planted. Mr. Crane responded on 04.07 and will be advancing . Reached out to Arborist Abroad to confirm they can review once Pine Lake advises . Meeting will be held on 05.05 at 9 am between arborist and Pine Lake 5.13 Met with arborist on site, he stated he would be sending a report to management. Arborist report was presented in the May agenda
49	04.06.2026	Playground Drains	Pine Lake	COMPLETED	Mulch proposals to remediate needed	3/25 - requested quote from Pine Lakes. Mulch proposal was approved at the April meeting and contract was advanced to Pine Lake 05.13 complete
50	06.17.2026	Well at Guilded Wood	Pine Lake	07.07.2026	Pine Lake to reach out to Accurate for a proposal	Obtain a proposal to add a new well to the Guilded Woods area so that potable water is not utilized . Following up with accurate on this, will have an update by the meeting.
51	06.17.2026	Arborist	Pine Lake	07.07.2026	work with the arborist on highest risk trees and bring proposal to July	Priotitize listing due for the July meeting , Proposal attached as a per occurrence price, if board elects to proceed with the arborist and I will map out the zones and move forward piecemeal.Proposal will be presneted in the July agenda and Pine Lake will map out the zones and move forward piecemeal
52	06.17.2026	Tree Braces	Pine Lake	07.07.2026	Braces need tobe adjusted	Braces on the trees - about 20 , Crew working to adjust any slipping bracing; most were able to be removed and have been.
53	06.17.2026	2 Wire Cable	Pine Lake	07.07.2026	Tree in front of pond at red pointe - brace is snapped in two and treet in playground	Pine Lake to handle any remediation efforts to mitigate liabilities . Crew to remove any debris here during this week's visit and tree in playground area will be flush cut at no cost to the district

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**EXHIBIT 2**

**RETURN TO AGENDA**

**DISTRICT ENGINEER'S CERTIFICATE**  
**[Mistflower Lane Segments 3 and 4, Tracts B and C]**

July 7, 2026

Board of Supervisors  
K-Bar Ranch II Community Development District

Re: Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned is a representative of Stantec Consulting Services, Inc. ("**District Engineer**"), as District Engineer for the K-Bar Ranch II Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from M/I Homes of Tampa, LLC ("**Developer**") as to certain public "**Improvements**" and "**Work Product**" as further detailed in **Exhibit A**. The improvements are depicted in the associated Plat attached hereto as **Exhibit B**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Supplemental Engineer's Report II for Assessment Area One* dated December 7, 2017 ("**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Improvements or Work Product.
4. Based on the foregoing, it is appropriate at this time for the District to acquire the Improvements and Work Product.

**STANTEC CONSULTING SERVICES, INC.**



Vasilis Kostakis, P.E.  
Florida Registration No. 86613  
District Engineer

**Exhibit B**

**EXHIBIT A**

Tract B and Tract C of K-Bar Ranch Mistflower Lane Segments 3 & 4, according to the plat thereof, as recorded in Plat Book 133, Pages 233-236, of the Public Records of Hillsborough County, Florida

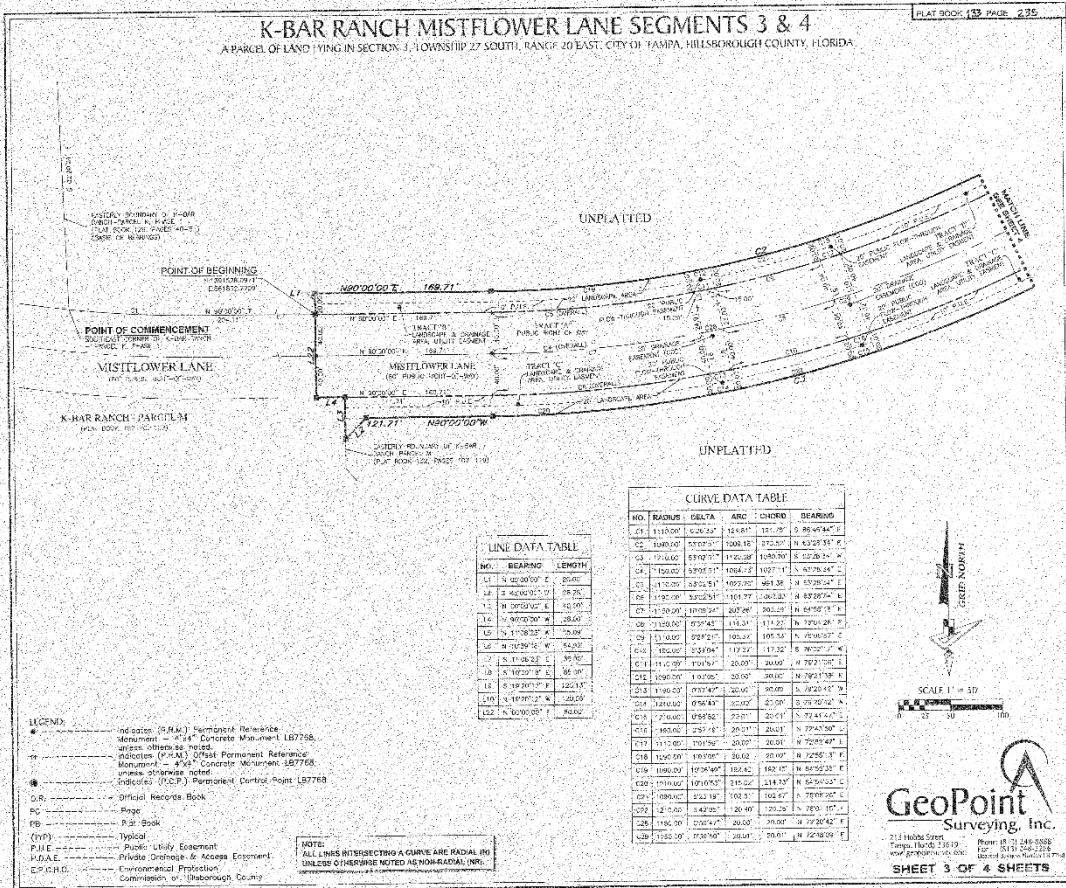


# Exhibit B

PLAT # 132 PG 225

PLAT BOOK 132 PAGE 225

## K-BAR RANCH MISTFLOWER LANE SEGMENTS 3 & 4 A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 27 SOUTH, RANGE 20 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



**LINE DATA TABLE**

NO.	BEARING	LENGTH
01	N 02°00'00" E	250.00'
02	S 46°00'00" E	58.75'
03	N 08°50'00" E	50.00'
04	N 00°00'00" W	250.00'
05	S 1°10'00" E	20.00'
06	N 02°00'00" E	50.00'
07	S 1°10'00" E	30.00'
08	S 1°10'00" E	30.00'
09	S 1°10'00" E	30.00'
10	S 1°10'00" E	30.00'
11	S 1°10'00" E	30.00'
12	S 1°10'00" E	30.00'
13	S 1°10'00" E	30.00'
14	S 1°10'00" E	30.00'
15	S 1°10'00" E	30.00'
16	S 1°10'00" E	30.00'
17	S 1°10'00" E	30.00'
18	S 1°10'00" E	30.00'
19	S 1°10'00" E	30.00'
20	S 1°10'00" E	30.00'
21	S 1°10'00" E	30.00'
22	S 1°10'00" E	30.00'
23	S 1°10'00" E	30.00'
24	S 1°10'00" E	30.00'
25	S 1°10'00" E	30.00'
26	S 1°10'00" E	30.00'
27	S 1°10'00" E	30.00'
28	S 1°10'00" E	30.00'
29	S 1°10'00" E	30.00'
30	S 1°10'00" E	30.00'

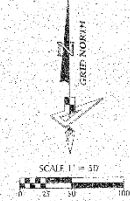
**CURVE DATA TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
01	110.00'	52.632°	124.81'	131.78'	S 88°43'41" E
02	300.00'	53°00'00"	1000.00'	1732.55'	N 43°28'51" E
03	19.000'	83°00'00"	11.6238'	10.9339'	S 57°26'24" W
04	150.00'	53°00'00"	188.72'	107.17'	N 40°26'34" E
05	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
06	19.000'	83°00'00"	11.6238'	10.9339'	S 57°26'24" W
07	150.00'	53°00'00"	188.72'	107.17'	N 40°26'34" E
08	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
09	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
10	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
11	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
12	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
13	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
14	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
15	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
16	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
17	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
18	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
19	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
20	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
21	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
22	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
23	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
24	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
25	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
26	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
27	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
28	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
29	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E
30	110.00'	53°00'00"	109.99'	64.38'	N 43°28'51" E

**LEGEND:**

- Indicates (I.R.M.) Submerged Telephone Monument - 4" x 4" Concrete Monument 187768, unless otherwise noted.
- Indicates (I.R.M.) Official Permanent Reference Monument - 4" x 4" Concrete Monument 187768, unless otherwise noted.
- Indicates (I.C.P.) Permanent Control Point 187768
- D.R. ----- Official Records Book
- PG ----- Page
- RB ----- Plat Book
- (TYP) ----- Typical
- P.U.E. ----- Public Utility Easement
- P.U.A.E. ----- Private Grothouse & Access Easement
- E.P.A.E. ----- Environmental Protection Commission of Hillsborough County

**NOTE:**  
ALL LINES INTERSECTING A CURVE ARE RADIAL, UNLESS OTHERWISE NOTED AS NON-RADIAL (N.R.).



**GeoPoint**  
Surveying, Inc.  
2111 HAWK Street, Tampa, Florida 33613  
Phone: 813-248-5558  
Fax: 813-248-2255  
www.GeoPointInc.com

**SHEET 3 OF 4 SHEETS**

# Exhibit B

PLAT BOOK 132 PAGE 234

PLAT BOOK 132 PAGE 234

## K-BAR RANCH MISTFLOWER LANE SEGMENTS 3 & 4 A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 20 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

### BASIS OF MEASUREMENTS

The Existing Boundary of The K-BAR RANCH PARCEL K, PLAT BOOK 132 PAGE 234, Township 27 South, Range 20 East, City of Tampa, Hillsborough County, FL, being a Plat bearing of 6:20:52.7° C. The Curve Bearings by above history used as the State Plane Coordinate System North American Horizontal Datum of 1983 (NAD 83) 680-680 ADJUSTMENT, as established from a RTK GPS survey.

### KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR RELATED LABELING AND DIMENSIONS.

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1112.00'	85.63°	126.81'	124.27'	S 26°45'44" E
C2	1082.00'	87°22'51"	1208.18'	972.82'	N 83°28'14" E
C3	1713.00'	87°54'31"	1162.20'	1383.20'	S 12°-0'44" E

### WETLAND NOTE:

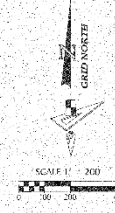
No wetland areas shall be delineated by a National Wetlands Inventory (NWI) or other similar data. The NWI is a preliminary assessment of wetlands and does not constitute a final determination of wetlands. The NWI is a preliminary assessment of wetlands and does not constitute a final determination of wetlands. The NWI is a preliminary assessment of wetlands and does not constitute a final determination of wetlands.

### L.L.G.L.D.:

- Indicated (P.R.L.) Permanent Reference Monument - 4.5" Concrete Monument LB7706
- Indicated (P.R.L.) Survey Permanent Reference Monument - 4.5" Concrete Monument LB7706
- Indicated (P.R.L.) Survey Wetland Reference Indicators (P.C.P.) Permanent Control Point LB7706
- PO Page
- PD Plat Book
- OP Official Plat Book
- TP Typic
- P.U.E. Public Utility Easement
- P.D.A.E. Private Driveway Access Easement

### NOTES:

1. BEARING AND DISTANCE COORDINATES INDICATED IN THIS PLAT SHALL BE REFERRED TO THE 2011 NAD 83 DATUM. COORDINATE SYSTEM IS AN AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83) BEARING TO THE CITY OF TAMPA, FLORIDA. MEASUREMENTS SHALL BE TO A MAXIMUM OF THREE DECIMAL PLACES, AND THE DIMENSIONS SHALL BE:
2. DIMENSIONS LISTED BY NO BEARING IS SUBJECT TO A TOTAL ANGLE OR SUBTENSE PROPORTION SHALL BE 1:500. DIMENSIONS LISTED BY BEARING IS SUBJECT TO A TOTAL ANGLE OR SUBTENSE PROPORTION SHALL BE 1:500. DIMENSIONS LISTED BY BEARING IS SUBJECT TO A TOTAL ANGLE OR SUBTENSE PROPORTION SHALL BE 1:500. DIMENSIONS LISTED BY BEARING IS SUBJECT TO A TOTAL ANGLE OR SUBTENSE PROPORTION SHALL BE 1:500.
3. ALL PLATTED OTHER ENCUMBRANCES SHALL PROVIDE FOR A 10' SETBACK TO ALL ADJACENT PARCELS FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE BY THE CITY OF TAMPA, FLORIDA. THE SETBACKS AND SERVICES OF ALL UTILITIES, UTILITIES SHALL BE THE RESPONSIBILITY OF THE PUBLIC UTILITY.
4. ALL LINES FROM WETLAND TO CURVE THAT ARE NOT Labeled IN THIS PLAT SHALL BE THE RESPONSIBILITY OF THE PUBLIC UTILITY.



NO.	BEARING	LENGTH
1	N 80°00'00" E	120.00'
2	S 80°00'00" W	28.54'
3	N 80°00'00" E	42.25'
4	N 80°00'00" W	68.27'
5	N 20°00'00" E	41.00'

**GeoPoint**  
Surveying, Inc.

2113 Hanks Street  
Tampa, Florida 33619  
www.geopoint.com  
Phone: 813-248-8888  
Fax: 813-248-2216  
Email: info@geopoint.com

**SHEET 2 OF 4 SHEETS**



**EXHIBIT 3**

**RETURN TO AGENDA**

Chris Thompson

Blue Water Aquatics, Inc.

Jun 22, 2026 | 20 Photos



# K-Bar Ranch CDD II



# June Aquatics Report

Warm summer temperatures and isolated storm activity continue throughout the Tampa Bay region. Although rainfall has varied significantly between communities, seasonal growing conditions remain favorable for aquatic vegetation and algae development. According to **Southwest Florida Water Management District (SWFWMD)** monitoring data, regional rainfall has remained below seasonal levels, with Hillsborough County receiving just 1.07" of rain. This is 14% of the 7.58" historical average for June. Temperatures have remained in the low to mid-90s during daytime hours with overnight lows in the mid-70s.

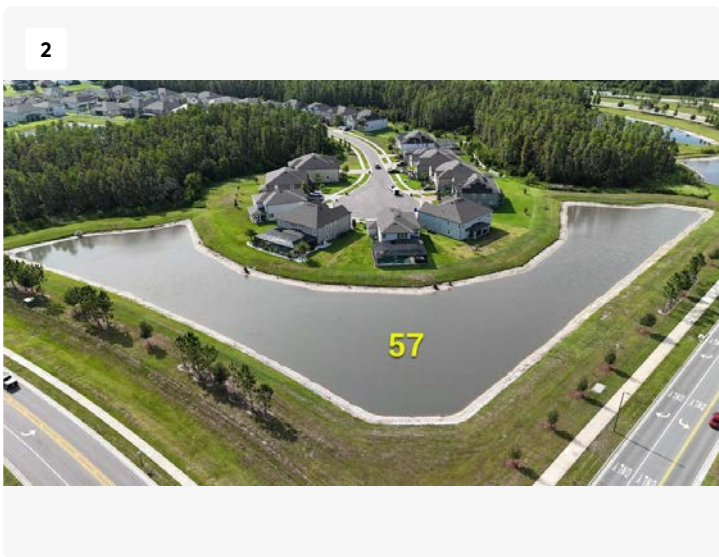
Routine inspections and maintenance focused on controlling nuisance vegetation, preserving open water areas, and maintaining shoreline aesthetics. Filamentous algae activity remains present in some systems due to warm temperatures and nutrient availability; however, overall pond conditions remain satisfactory. Continued monitoring and selective treatments will be performed as needed to maintain healthy and functional aquatic systems throughout the peak summer growing season.



**Pond 56**

Treated: Torpedo grass, sedges, Penny wort, Alligator weed.

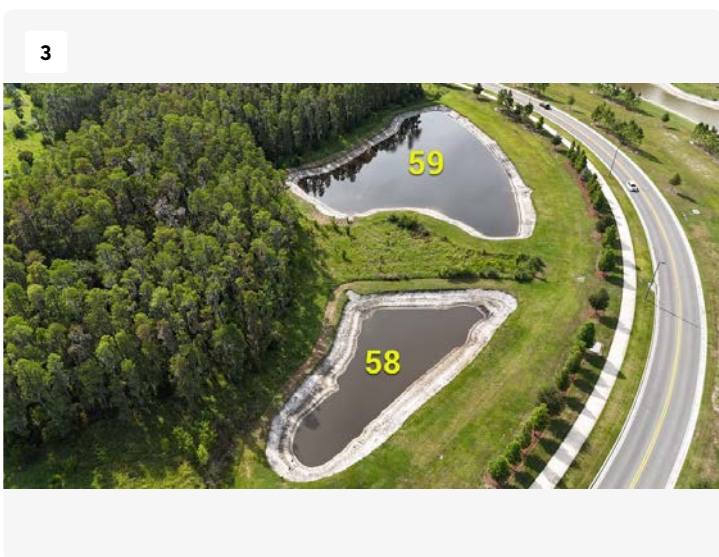
Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:13 PM  
Creator: Chris Thompson



**Pond 57**

Treated: Torpedo grass, sedges, Alligator weed.

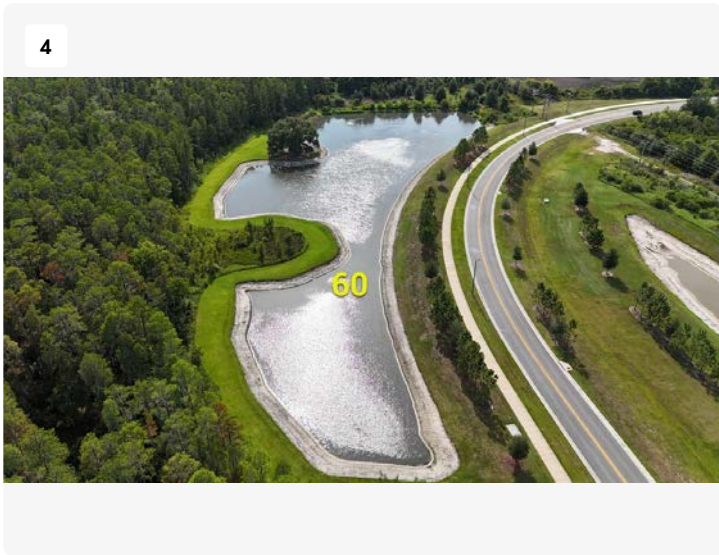
Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:15 PM  
Creator: Chris Thompson



**Ponds 58 & 59**

Treated: Torpedo grass, sedges.

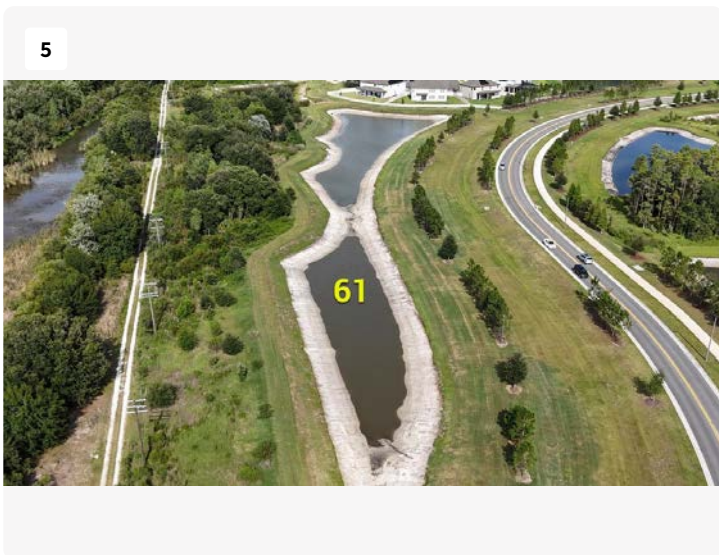
Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:15 PM  
Creator: Chris Thompson



**Pond 60**

Treated: Torpedo grass, sedges, Dog fennel.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:16 PM  
Creator: Chris Thompson



**Pond 61**

Treated: Torpedo grass, sedges.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:17 PM  
Creator: Chris Thompson



**Pond 62**

Treated: Torpedo grass, sedges, Penny wort, Alligator weed, Primrose, Cattails.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:17 PM  
Creator: Chris Thompson

7



**Pond 71**

Treated: Torpedo grass, sedges, Penny wort, Alligator weed, Dog fennel.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:18 PM  
Creator: Chris Thompson

8



**Pond 72**

Treated: Torpedo grass, sedges.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:18 PM  
Creator: Chris Thompson

9



**Pond 73**

Treated: Torpedo grass, sedges, Penny wort, Alligator weed.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:19 PM  
Creator: Chris Thompson

10



**Pond 75**

Treated: Torpedo grass, sedges, Primrose.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:19 PM  
Creator: Chris Thompson

11



**Pond 77**

Treated: Torpedo grass, sedges, Alligator weed.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:20 PM  
Creator: Chris Thompson

12



**Pond 78**

Treated: Torpedo grass, sedges, Dog fennel.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:20 PM  
Creator: Chris Thompson

13



**Pond 79**

Treated: Torpedo grass, sedges, Penny wort, Alligator weed, Dog fennel.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:20 PM  
Creator: Chris Thompson

14



**Pond 80**

Treated: Torpedo grass, sedges.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:21 PM  
Creator: Chris Thompson

15



**Pond 64**

Treated: Torpedo grass, sedges, Alligator weed, Dog fennel.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:21 PM  
Creator: Chris Thompson



Ponds 63 & 64  
Treated: Torpedo grass, sedges.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 5:22 PM  
Creator: Chris Thompson



**Pond 23 water control structure rip-rap**  
Installation of 2 tons of rip rap to armor the structure from erosion.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 7:23 PM  
Creator: Chris Thompson



**Pond 23 water control structure rip-rap**  
Installation of 2 tons of rip rap to armor the structure from erosion.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 7:23 PM  
Creator: Chris Thompson



**Pond 23 water control structure rip-rap**

Installation of 8 tons of rip rap to armor the structure from erosion.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 7:25 PM  
Creator: Chris Thompson



**Pond 5 water control structure rip-rap**

Installation of 12 tons of rip rap to armor the structure from erosion. Poured in place a new mitered end section after resetting the main concrete pipe.

Project: K-Bar Ranch II CDD  
Date: Jun 17, 2026, 7:41 PM  
Creator: Chris Thompson

# Aquatic Services Report

## Technician

Randy Mitchell

## Job Details

Service Date	6/2/2026
Customer	K-Bar Ranch CDD II
Weather Conditions	Partly Cloudy
Wind	NNW 8mph
Temperature	95
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

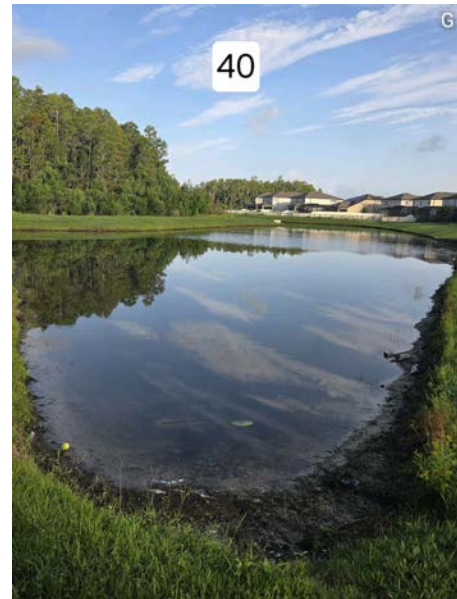
Pond Numbers	12 thru 17, 32 thru 37, 40 thru 48, 56 thru 66.
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Extremely Low
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth (torpedo grass, pennywort, alligatorweed, primrose, dog fennel) as needed.

Pictures

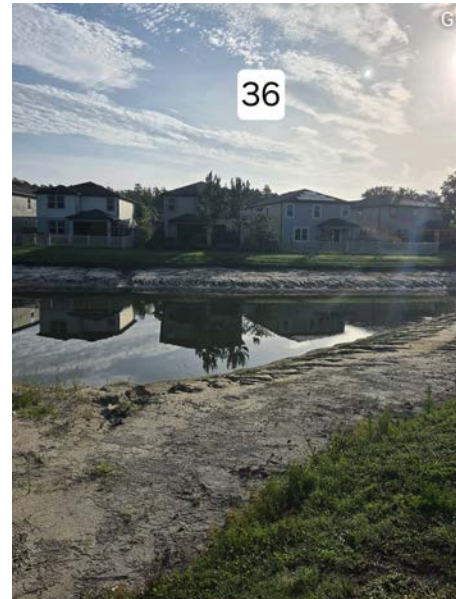
# Aquatic Services Report



# Aquatic Services Report



# Aquatic Services Report



2 of 2

Pond Numbers	14
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	3 days
Observations/Recommendations	Treated site for filamentous algae

# Aquatic Services Report

## Technician

Pete Dennis

## Job Details

Service Date	6/15/2026
Customer	K-Bar Ranch CDD II
Weather Conditions	Partly Cloudy
Wind	6mph
Temperature	89°
Multiple Sites Treated	Yes



## Ponds Treated Information

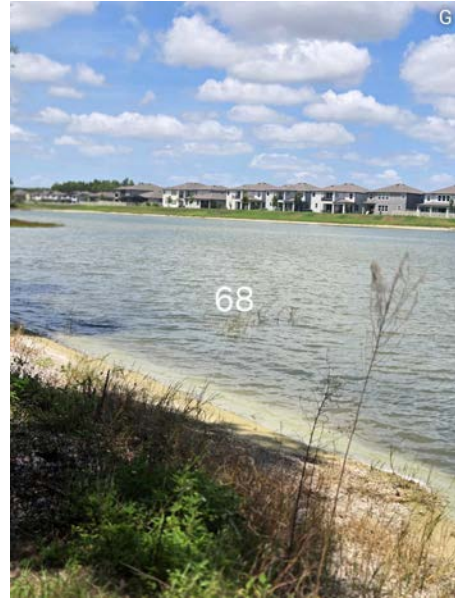
Repeatable - 1 Count

1 of 1

Pond Numbers	18,19,20, 21,22,23,24,25,26,27,28,29,30,31,32, 46 through 68
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae <input checked="" type="checkbox"/> Grasses <input checked="" type="checkbox"/> Other
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Extremely Low
Restrictions	None
Observations/Recommendations	I sprayed the shorelines of all listed ponds for invasive plants and grasses

Pictures

# Aquatic Services Report



# Aquatic Services Report



# Aquatic Services Report



# Aquatic Services Report

## Technician

Randy Mitchell

## Job Details

Service Date	6/15/2026
Customer	K-Bar Ranch CDD II
Weather Conditions	Sunny
Wind	WSW 8mph
Temperature	93
Multiple Sites Treated	Yes

## Ponds Treated Information

Repeatable - 2 Count

1 of 2

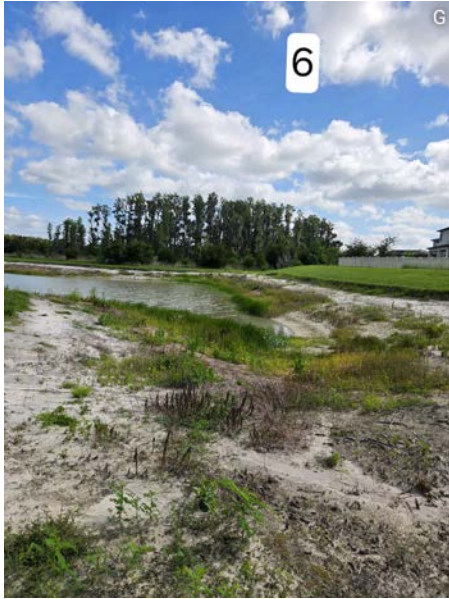
Pond Numbers	1 thru 11
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Extremely Low
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth (torpedo grass, pennywort, alligatorweed, primrose, dog fennel, sesbania) as needed.

Pictures

# Aquatic Services Report



# Aquatic Services Report



# Aquatic Services Report



2 of 2

Pond Numbers	9, 12
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Treated sites for filamentous algae

# Aquatic Services Report

## Technician

Randy Mitchell

## Job Details

Service Date	6/26/2026
Customer	K-Bar Ranch CDD II
Weather Conditions	Partly Cloudy
Wind	W 6mph
Temperature	98
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

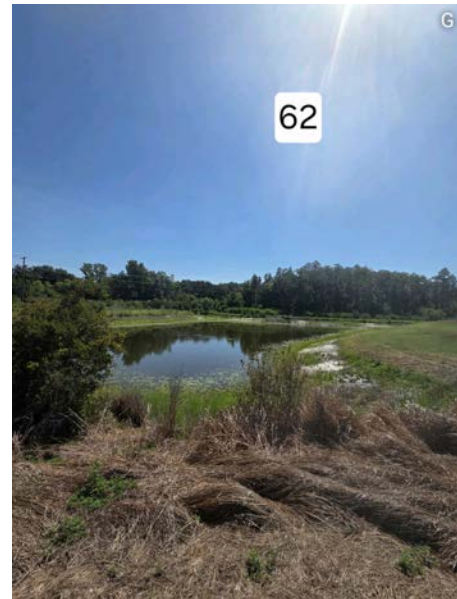
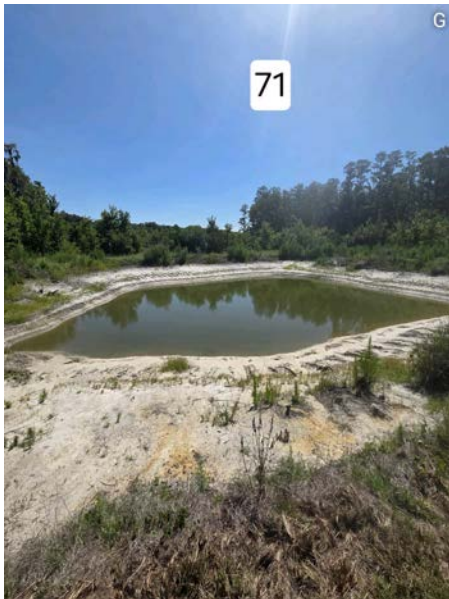
Pond Numbers	23, 36, 43, 62, 64, 71, 73, 75, 76, 77
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Extremely Low
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth (torpedo grass, pennywort, alligatorweed, cattails, dog fennel, Sesbania, West Indian Marsh Grass) as needed.

Pictures

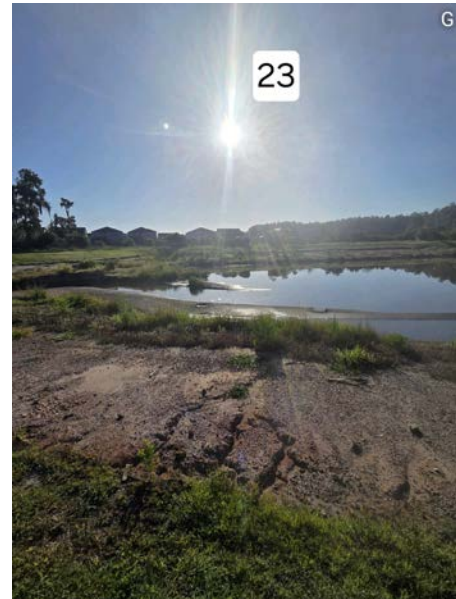
# Aquatic Services Report



# Aquatic Services Report



# Aquatic Services Report



2 of 2

Pond Numbers	75
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Treated site for planktonic algae.

**EXHIBIT 4**

**RETURN TO AGENDA**



### KBar Ranch II: At Risk Tree Removals-Optional Replacement 7.6.26

**Date** 7/7/2026  
**Customer** Patricia Thibault | Haven Management Solutions | 255 Primera Boulevard, Suite 160 | Lake Mary, FL 32746  
**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

### **KBar Ranch II: At Risk Tree Removals-Optional Replacement 7.6.26**

Estimated pricing per occurrence to remove street trees with compromised root structures at risk of falling during inclement weather.

#### **Removal, backfill and Sod Install**

<b>Items</b>	<b>Quantity</b>	<b>Unit</b>
CAT Loader 908	1.00	Day
Bahia Sod	12.00	EA
Dumping Charge	1.00	EA
Clean Fill Soil (yd)	1.00	EA

**Removal, backfill and Sod Install:** \$1,058.89

#### **Irrigation Repair/Installation**

##### **Cap Existing Bubbler Lines**

<b>Items</b>	<b>Quantity</b>	<b>Unit</b>
--------------	-----------------	-------------

**Irrigation Enhancement:** \$159.41

---

**PROJECT TOTAL:** \$1,218.30

#### **Optional Services**

Initial next to the Optional Services you would like to accept.

\_\_\_\_\_ **Removal and Replacement** \$1,421.64

By 

**Jeff Cane**

Date 7/7/2026

**Pine Lake Services, LLC**

By \_\_\_\_\_

**Patricia Thibault**

Date \_\_\_\_\_

**Haven Management Solutions**

**EXHIBIT 5**

**RETURN TO AGENDA**



# Monthly Field Report



## K-Bar Ranch Sundrift West Entry

- Turf color is good
- Density increasing
- Island uniform



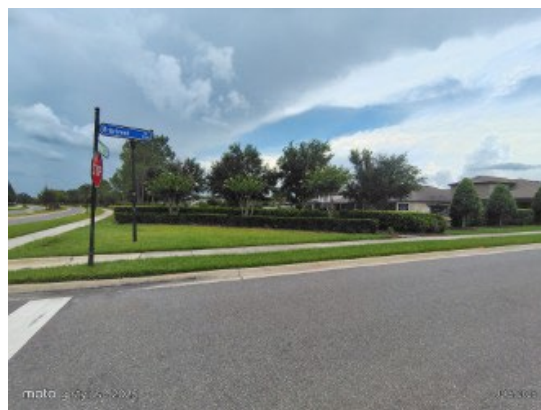
## Mossy Pine

- Inbound pond banks need weed control
- Inbound side, sidewalk to road is an odd stretch of Zoysia,
- Patchy/ clumpy because it wants to be mowed at 2" unlike the St. Augustine at 4"
  - Overall turf and shrub color is good
  - Trimming is uniform



## Briarbrook

- Hollies will need trimming
  - Dollar weed outbound
- Low area holding moisture during the rains
  - Turf inbound looks good
  - Turf outbound shows excess moisture

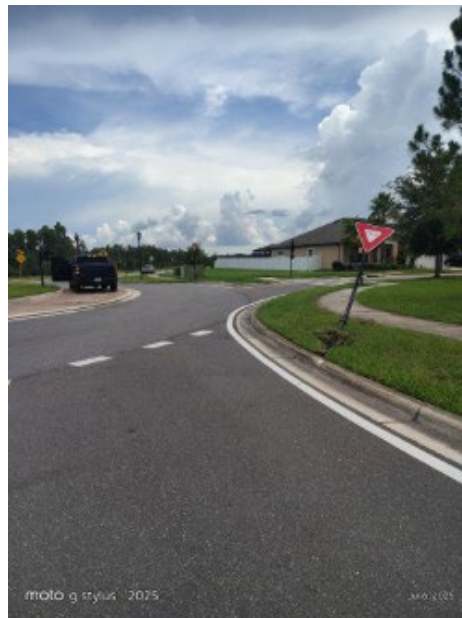


## Winsome Manor

- Turf and plants
- Color is good
- Trimming uniform

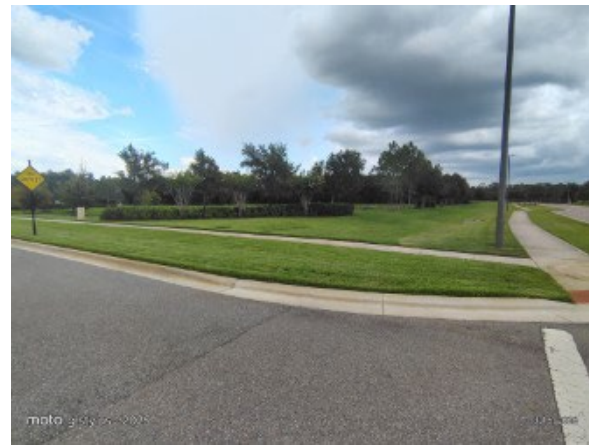


## Parkway Approaching Roundabout



## Redwood Point

- Plant infill/drip modification
  - Needs to be covered
  - Turf and Plants
- Color is good, density improving
  - Center Island infill noted



## Hawkeye Valley

- Outbound corner turf condition
- Is this a bus stop or just bad turf
  - Color is good
  - Turf and plants healthy
- Center Island plants filled in



## July Inspection

Common area mowing:

- Excess mow duff observed
- Was it OE, was the mow height towering?
- IFAS recommends 3-3 ½ for Bahia
- 4-4 ½ for St. Augustine this time of year

Main Entry

- Plants look good
- Could possibly use some pine fines amongst the annuals



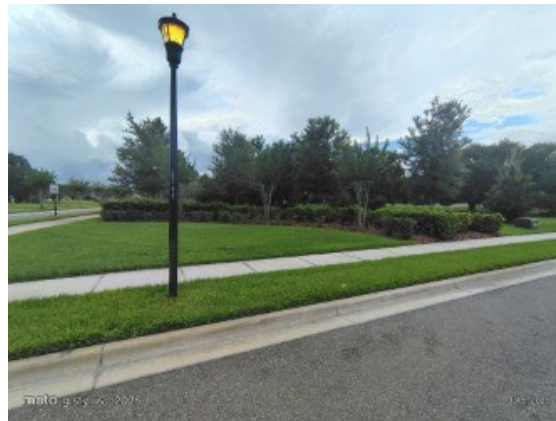


**Turf damage parkway between amenity entrances**



## Old Spanish

- Turf and shrub color is good
  - Density is good
  - Shrubs are uniform
- Turf patch inbound at the edge of the sidewalk should be addressed
- Around the inbound side of the gate appears a bike bath, residents have worn out the turf
  - Block it off or enhance it
- Entry plants Oleander & Bottle brush, some have not recovered, recommend replacing them
  - Pond banks need weeds control







### Gilded Woods

- Turf color is good but the turf is still a bit patchy
  - Shrubs are uniform and appear healthy
    - Inbound pond banks treated
    - Outbound pond banks need treating
    - Turf may need to be replaced





## Eaglebrook

- Previously exposed 2 wire has been buried
  - Turf should be addressed
  - Turf is continuing to improve
    - Still patchy
    - Trimming uniform



## Amenity Center

- Overall appearance of the amenity surrounds is good, clean, rich color
  - Turf in front continues to improve
    - Color is good
    - Palm nuts have been removed
      - Color is good, uniform
  - Turf inside the pool area continues to struggle
- Combinations of foot traffic, excess moisture, poor drainage
  - And shade
- A proposal to remove the leaning tree should be presented
- Branches overhanging the fence could be addressed at the same time
  - Turf between the pool deck and sidewalk struggles
    - Alternatives should be discussed









**EXHIBIT 6**

**RETURN TO AGENDA**

**Agenda Proposal Items:**

- Pressure Washing
  - JML Services: **\$3,570**
  - Home Depot (Dewalt 3100 PSI): **\$479**
  - North Star: **\$1,899.99**
- Track Lighting:
  - Blue Wave Lighting: **\$3,950**
- AED Parts:
  - Cabinet: **\$179.99 + Shipping**
  - Pads: **\$69 + Shipping**
- Fire Extinguisher Service
  - Pye Barker: **\$400**
  - Piper Fire: **\$405.75**
  - Cintas: **\$336.06**
- Tree Removal @ Playground:
  - Pine Lake: **Free!**
- Signage
  - Build A Sign (2 Emergency Parking signs): **\$35.76 + Shipping**
  - Amazon (UChannel Post 6 ft): **\$29.99 each**
- Benches
  - JML Services (*Concrete Slabs*): **\$4,352.90**
  - Sitemasters of FL (*Concrete Slabs*): **\$18,000**
  - ULINE (15 park benches): **\$9,225 + Shipping**
  - Global Industrial: **\$5,385 + Shipping**
  - BARCO: **\$10,485 + Shipping**

**Agenda Planned / In Progress Items: Updates:**

- Events
  - Summer Fun Event
    - July 12<sup>th</sup>
    - Live DJ
    - Interactive Activities for kids
  - Takeout Tuesday
    - August 11<sup>th</sup> – TBD
    - September 8<sup>th</sup> – The Meatless Mexican
- Aquatics
  - Cleaning up pond banks with low water levels
  - Ponds still have non-beneficial growth in them. Requested more spraying within the high-water mark as there's still a lot to be cleaned up in some retentions
- Landscape

- Have an irrigation box not working as power supply is melted and needs replacement
- Tree Trimming in the Amenity Center has been completed and was completed early. We were able to reopen the facility same day and avoid a full day closure
- Project Approvals
  - Little Free Library
    - Waiting on a new base for the library to install. Will be installed under awning and not in landscape
  - Mailbox Numbers
    - Ordered and will be installed immediately upon arrival
  - Pickleball Net
    - Have been told will be in this month from its backorder
  - Soccer Nets
    - Delivery Expected by mid-July per supplier
  - Fencing
    - Installation planned to start in late July. Full project completion is anticipated by Early August
- Cooler Request for Breezeway
  - Have proposed cost of a Brio Cooler for consideration. It isn't as straight forward to mount, as the cooler will is recommended to be 6+ inches off the wall for the condensing unit. This would serve better elsewhere, we believe. If we put anything in the hallway it should likely be a bottle filler fountain mounted on the water connected to a water line
- Track Lights
  - Colors adjusted for holiday
  - Blue Wave has provided a proposal for the agenda so we may communicate with the monuments remotely. Will provide a more efficient process
- Gates
  - We'd like to propose leaving the gates for the villages held open from 7a-6p each day to reduce wear and tear
  - Received replacement, approved arms. Installed all 10 with Facilities team
  - Worked with a local security agency to identify individuals connected with gate strike damage. Counsel has info and is sending letters to recover funds
  - Amazon Key contract is received and added to agenda for consideration for all gates in the community
  - Had power outage at gates from storm this past month
    - Had a backup entering the communities as the call box was inoperable and tripped. So, codes did not work for entry
- Complete IT
  - There is no single quarterly review date. It's multiple rolling visits we've found. They were back onsite to continue their inspections July 6th

- Complete IT is providing proposals for all gate repairs needed, and that we've requested. Will be presented as soon as received
- Haven Team has asked for the following:
  - **Redwood Point** - has a large gap between the two gates. Will need these reviewed for realignment
  - **Hawk Valley** - has a gap in the gates as well, and looks like a gate or hinge is bent that is causing it
  - **SOS Sensors** - Full detailed review and report to make sure they're operational
  - **Mossy Pine** - Entry Gate holds open after entry for longer duration than other gates. Can we shorten to make it more uniform?
  - **Sundrift 1/South** - Entry Gate does not fully open. It opens enough for car to pass but it's stopping before fully completing its open cycle
- Monument Signs
  - Has there been thought to switch the lettering out to a metal to protect from recurring damages?
- Office Update & Questions
  - This month, the IT team came and reset our computer access, so we are not restricted from items previously locked out from
  - Enforcing rental rules
    - Some residents that are return renters are pushing back on policies as they were not policed before
  - Have identified multiple people not properly documented in the system, with waivers signed for access. As people are being identified we are updating the files and getting the paperwork signed
  - Keeping a rule log of residents who have been notified of rules broken so they know for next time. This is helping us track repeat offenders
  - If a resident is asked to leave for the day, or continuously disregards rules or direction, how would you direct us to proceed? Call Law Enforcement or document their information and send to counsel for a suspension of access?
  - Had fireworks in the parking lot following the holiday evenings. May be worth contracting a rover for security after hours for enforcement and may help with parking issues too
  - Pool Closure for weather – Just hear and sight of Thunder & Lightning or should we track lightning strikes within 10 miles for closure?
    - When pool closes – Are the covered gazebos acceptable for cover or do people need to come under the main facility structure? We are currently operating as only using the main Amenity facility as proper coverage
  - Enforcing no bikes in the Breezeway
- Rentals Update

- We are being told by residents booking reservations that they will be purposely going over hours and pay whatever fines they incur from the security deposit. What cost structure should we use for all overages?
- The below rentals broke the following rules during their reservations. How much of their deposit should be kept?
  - 6/27
    - Backdrop restricting access to back door. Had to squeeze through for the people who still used it
    - Sterno was used on tables and not countertops
    - Used back door for some people to leave out the side gate and access the rocking chair area
    - Used a candle and open flame, waved around the room
    - Guests used outside space by rocking chairs
    - Had a banner fixed on door inside facility, preventing door from use
    - Covered another door with a curtain like fixture
  - 6/28
    - Propped the entry doors, were notified multiple times of violation
    - Used rocking chairs multiple times during party
    - Accessed facility earlier than approved times
    - Name of renter was not present for duration of rental
    - Adherence to rules and regs of the District were not followed, the Code of Conduct was violated with dismissive, and aggressive communication from the renter's family member
    - Chair Damaged during event

**EXHIBIT 7**

**RETURN TO AGENDA**



# Amazon Key for Business Site Survey

**Please verify the property's:**

- Property Name (if applicable) If not, please use main property address: **KBar Ranch II CDD**

- Main Property Address:

Street	<b>10820 MISTFLOWER LN</b>	City	<b>TAMPA</b>
State	<b>FL</b>	Country	<b>US</b>
Zip Code	<b>33647-3781</b>		

- Total number of residential units associated with this property: **1000**

**Access System Details:**

- Is your access control system currently installed and fully functional?
  - [Optional] If not, please provide an ETA for the access system to be ready for our installation:
- Do you have all necessary keys on-site to access and open your callbox/gate/access control system/etc.?
  - \*Without keys, our technician may be unable to complete the installation. Please verify keys will be on-site before selecting yes. \*
- Does your property require a fob or code for a driver to exit the property?

**Access Point Location Details:**

Please list the following location of each access point drivers will need to access in order to successfully make their deliveries. \*Please note that Amazon Key is not compatible with battery-powered access systems\*

Access Point Location Name	Access point type:	Make	Model	Street Address (if different from primary address)
Motorized gate	Hard-Wired			10 Separate Car Gates, will provide list via email



**Please list the point-of-contact who will be on-site to meet and assist the technician.  
[Note: This person will need to have keys to the callbox/access system.]**

Name	Cell Number
Email	

**• Secondary onsite contact [Optional]**

Name	Phone Number
Email	

**Please list your preferred arrival windows. Available install times are M-F.  
We will try and schedule as close to your preference as possible. Select an option in table.**

**Select for any day schedule:**

- Any Day

**Select for Monday to Friday schedule:**

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

- **Are there any other considerations (i.e. construction, limited availability, vendor on-site) that you would like us to know when scheduling your installation?**



**Delivery Instructions (Optional):**

**For the fastest activation of your key service, please attach a list of all unique address or unit numbers associated with the property (site map/rent roll/etc.) do not include any personal or identifying tenant/resident information (names/rent amount/etc.)**

**We're exploring a concept that would allow verified emergency responders (fire/EMS) to access your property through Amazon Key at no cost to you. If this feature were available today, would you want it at your property? (This is for informational purposes only, no action or follow-up is needed on your part.)**

**amazon**



# Installation Agreement

This is an agreement between you (on behalf of your company and Location (as defined below)) that you elect to sign up for Key for Business services together with your successors and assigns, (“**Company**”) and Amazon.com Services, LLC (with its affiliates, “**Amazon**”). These terms, along with the Amazon.com Privacy Notice (<https://www.amazon.com/privacy>) are collectively referred to as the “**Agreement.**”

1. Equipment and Services. Amazon may provide either (1) one or more access control devices (along with related equipment, software, and applications, “**Equipment**”) or (2) an access code or virtual tenant access that, in each such case, may provide delivery providers authorized by Amazon with access to enter Locations (as defined below) to deliver packages, parcels, other products, and/or provide services (collectively, the “**Services**”). Amazon will retain ownership of all Equipment.
2. Company Obligations. For each apartment building, commercial building, complex, and/or multi-family dwelling that are owned or leased by Company or any of its affiliates as indicated in more detail below (“**Location**”), Company may provide Amazon with an access code (“**Credential**”) for building access if required by Company’s access system or for the Services. Company will allow Amazon to incorporate the Credential into the Equipment or the backend system to enable the Services and will indemnify and defend Amazon from any claim alleging any infringement, misuse, or misappropriation of the Credential or the access system.
3. Termination. Either party may terminate this Agreement, in whole or with respect to any Location, by providing written notice to the other party. Section 5 (Disclaimer of Warranties), Section 6 (Limitation of Liability) and Section 8 (General) will survive the termination of the Agreement.
4. Third-Party Delivery Provider Agreement. Amazon may elect and Company agrees that Amazon shall be permitted to allow certain third-party delivery companies and service providers and their respective employees and contractors delivering or providing non-Amazon related packages or services or a combination of Amazon and non-Amazon related packages or services (collectively, “**Third-Party Delivery Providers**”) to use the Services to access the Location(s) (“**Third-Party Access**”). Not less than 30 days prior to Amazon permitting any Third-Party Delivery Provider to access any Location, Amazon shall send an email notice to the Decision Maker (as defined below) identifying the name of such Third-Party Delivery Provider and the estimated beginning access date (“**Access Date**”). After such identified Access Date, Company understands and agrees that such Third-Party Delivery Provider shall be permitted to access the Location(s) through use of the Services. Company may, at any time, elect to restrict access to any, or all, such Third-Party Delivery Providers by, in each case, notifying Amazon in writing in the manner set forth in Section 8 of this Agreement or by such other method as Amazon may make available to Company from time to time provided that such other method shall only be a valid method if Amazon has expressly indicated in writing that such method is an appropriate method for updating Third-Party Access. **Company understands and agrees that Amazon is**

**solely the operator of the Services and any actions committed by a Third-Party Delivery Provider, including by its employees, contractors, or agents is the responsibility of such Third-Party Delivery Provider and not Amazon.** For the avoidance of doubt, the terms of this Section 4 shall only apply to deliveries using the Services made by third-party providers delivering or providing non-Amazon related packages or services (or a combination of Amazon and non-Amazon related packages or services) and shall not apply to use of the Services for the delivery or provision of packages or services delivered or provided by Amazon logistics or its contractors.

5. **Disclaimer of Warranties.** Amazon provides the Equipment “as is” and makes no warranties of any kind. To the fullest extent permitted by applicable law, Amazon expressly disclaims all warranties, whether express or implied, including warranties of merchantability, noninfringement, title, or fitness for a particular purpose. Amazon does not warrant that the Equipment will operate uninterrupted or error-free.
6. **Limitation of Liability.** Neither party will be liable to the other under this Agreement for indirect, special, punitive, or consequential damages. In no event will any party’s liability under this agreement exceed \$10,000 in connection with the Equipment or the Services. It is understood that if the Location is sold or otherwise transferred such that a new entity or person shall own the Location, then Company shall be required to assign the Agreement to such new owner and failure to do so will result in the Company remaining liable for all terms under the Agreement until such time as the Agreement shall terminate, including any liability resulting from failure to inform the new owner of the installation and use of the Equipment at the Location.
7. **Property Decision Authority.** The Company represents, warrants, and covenants that the person listed below (“**Decision Maker**”) has all requisite corporate authority and permissions to make decisions on behalf of the Company at the Location(s), including electing to permit certain third-party delivery and service provider companies with access to the Location(s) using the Services. The Company hereby waives any Amazon liability for relying on instructions provided by the Decision Maker. The Company may update the Decision Maker at any time by providing notice to Amazon in the manner set forth in Section 8 or by such other method as Amazon may make available to Company from time to time provided that such other method shall only be a valid method if Amazon has expressly indicated in writing that such method is an appropriate method for updating the Decision Maker. Company understands that (1) until a change to the Decision Maker has occurred Amazon shall be permitted to continue to rely on the Decision Maker’s instructions and (2) if a change in Decision Maker has occurred, until such new Decision Maker has made a change to the prior Decision Maker’s instructions, Amazon shall be permitted to rely on the prior Decision Maker’s instructions.

- **Decision Maker Name:**
- **Decision Maker Title:**
- **Email Address:**
- **Phone Number:**

8. General. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. If for any reason a claim proceeds in a court outside of King County, Washington, the parties each waive any right to a jury trial. All notices hereunder will be in writing and will be sent by email, overnight courier or certified mail. Notices to Company may be delivered to either (1) the e-mail address or physical address provided by Company when Company signed up for Key for Business or (2) the Decision Maker. Notices to Amazon will be delivered, Attn: General Counsel, to P.O. Box 80683, Seattle, WA 98108-0683 (if by USPS) or 410 Terry Avenue North, Seattle, WA 98109-5210 (if by courier), with a copy to contracts-legal@amazon.com and ring-contracts@amazon.com. This Agreement contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter.
9. I represent and warrant that I am an officer or authorized representative of the Company and have the necessary authorization and corporate authority to (i) execute and deliver this Agreement on behalf of the Company and (ii) bind the Company to the performance of its obligations hereunder.
10. State License: AL: 21-001835; AR: 2657 Regulated by: Department of Arkansas State Police 1 State Police Plaza Drive Little Rock, Arkansas 72209 ; AZ: 20790; CA: ACO 7723 alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DE: 17-270; DC: 602517000011; FL: EF20001423; GA: LVU405565; IL: 127.001708 & 124.001917; LA: F2306; MD: 107-2253; MI: 8002000032; MS: 15032034; NJ: Burglar Alarm Business Lic. # 34BX00021400; NY-licensed by the N.Y.S. Department of State -12000327271; NC: 521-CSA Licensed by the Alarm Systems Licensing Board of the State of North Carolina; NM:393671 OK: AC440654; RI: 5844B; SC: BAC 13770 FAC 13727; TN: 2065; TX: B05209301 & ACR-2236295; UT: 1047978-6501; VA: 11-15770; WA: RINGPPI830PE

***This Agreement applies to each Location listed on Exhibit A:***

**Company:**

**Signature:**

**Name:** Michael Sakellarides

**Title:**

**Date:**

10820 MISTFLOWER LN, TAMPA, FL, US, 33647-3781

**EXHIBIT A: LIST OF LOCATIONS**

***This Agreement applies to each Location listed below:***

10 Gates around KBar Ranch II CDD



# Everyone benefits from Amazon Key

It's an easy, safe way for apartment buildings, gated communities, and residents to receive deliveries.



## Easy and convenient

Streamline deliveries to your property so staff can spend less time buzzing in drivers and managing packages, and more time keeping residents happy.



## Smart and secure

Multi-factor authentication helps ensure delivery drivers are verified in real time and can only access buildings when delivering packages for your property.



## Amazon deliveries and more

This optional feature allows authorized third parties to make deliveries to your property using Amazon Key technology.



## Free of charge

From start to finish, there's no charge for Amazon Key. The service, device, installation, and maintenance are all free.

For more information, please visit:  
[amazon.com/keyforbusiness](https://amazon.com/keyforbusiness)

# How it works



First, Amazon Key is installed or configured at your property at no cost. It seamlessly integrates your building's access system with the delivery apps of pre-approved service providers. Then, when a driver arrives with a delivery, they press a button in their delivery app to request temporary, time-bound access to your property for the purpose of delivering your residents' packages.

## Pairs easily

Amazon Key technology works with compatible:



Fob readers



Call panels



Remote openers



Motorized gates  
and doors

## What to expect on delivery day



1  
Driver requests building access via their delivery app and Amazon Key technology.



2  
Amazon Key verifies the driver, delivery address, and time of the request.



3  
Once verified, driver receives temporary, time-bound access to deliver packages.



4  
Driver leaves building and is unable to re-enter after building access expires.

**EXHIBIT 8A**

**RETURN TO AGENDA**



# PROPOSAL

A Division of Carl Hankins, Inc.

14512 N. Nebraska Ave., Tampa, FL 33613 (813)910-8701 - Fax: (813) 977-5419

\*\*\*\*WMBE CERTIFIED\*\*\*\*

To:	<u>Kbar Ranch</u>	Email/Fax:	<u><a href="mailto:manager@kbarii.com">manager@kbarii.com</a></u>
Attn:	<u>Wayne</u>	Date:	<u>July 7, 2026</u>
From:	<u>Scott Mercer</u>	Email:	<u><a href="mailto:Scottm@chisesinc.com">Scottm@chisesinc.com</a></u>
PROJECT NAME:	<u>Kbar Ranch Power for Tennis court lights</u>		
LOCATION:	<u>10820 Mist Flowers Lane Tampa</u>		

SHEPPARD ELECTRICAL SERVICES is pleased to provide you with a quote for the following:

1. Furnish and install conduit for interior panel in storage area over to fence post.
2. Furnish and install two(2) circuits for tennis court lights
3. Furnish and install one (1) in ground handhole at fence post
4. Test power

**NOTE: Customer suppling and installing lights , Sheppard electrical services to supply power only .**

**GRAND TOTAL: \$ 2,860.00**

**TERMS: Payment IS DUE UPON COMPLETION** There is a 1.5% interest charge on all invoices after thirty (30) days. These terms are independent of and are not contingent upon manner in which customer may receive payment from others. **Prices are valid for one (1) week from date of proposal due to both conduit and wire markets changing daily.** In the event that customer accepts the terms of this proposal and materials are ordered, if the project is cancelled by no fault of SHEPPARD ELECTRICAL SERVICES the customer will be billed for any restocking fee that is assessed for specialty ordered material items. It is understood and agreed that the venue for any cause of action arising out of the agreement shall be in Hillsborough County, Florida and that the customer shall be responsible for any reasonable attorney's fees and collection costs. These terms supersede any outlined on the customer's documents.

American Express, Discover, Master Card and Visa accepted. **A 3% transaction fee will apply to all charges of \$2,000 or more.**

**NOTE: Final footages will determine invoicing if pricing is in per foot increments. The above quote does not include bonding, surveying, testing, permitting, or restoration. CARL HANKINS, INC. will not be resonsible for utilities positioned on private property. These utilities be located by property owner.**

We greatly appreciate this opportunity and look forward to working with you. Upon acceptance of the above agreement, please sign below and return by fax to us at (813)977-5419 and we will be glad to schedule this work. Please be advised with the fluctuating rate of copper these prices could change.

\_\_\_\_\_  
*Corporate Officer Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Corporate Officer Printed Name*

\_\_\_\_\_  
*Title*

**EXHIBIT 8B**

**RETURN TO AGENDA**



**Brandon Electric**

ESTIMATE	#21016
ESTIMATE DATE	Jul 7, 2026
SERVICE DATE	Jul 6, 2026
<b>TOTAL</b>	<b>\$2,274.71</b>

K-Bar Ranch II CDD c/o Haven Management Solutions  
 K-Bar Ranch II CDD  
 255 Primera Blvd, 160  
 Lake Mary, FL 32746

☎ (813) 994-1001  
 ✉ manager@kbarii.com

SERVICE ADDRESS

10820 Mistflower Lane  
 Tampa, FL 33647

CONTACT US

1034 Skipper Road  
 Tampa, FL 33613

☎ (813) 653-1473  
 ✉ accounting@brandonelectric.com

ESTIMATE

**Option #1**

See your financing options  
 Prequalify to find out how much you can borrow within minutes and pay as low as \$103.82/mo\*. Your credit score will not be affected.

Services	qty	unit price	amount
Service Call - Install - Dedicated Circuit	1.0	\$2,004.71	\$2,004.71
Installation of (2) 1 phase 208V/20A dedicated circuits for tennis court lighting. (This is to be terminated in a junction box at the exterior of the court near the amenity center)			

- Supply and install (2) CH series 2 pole 20 Amp breakers in the right interior panel in the mechanical closet.
- Supply and install surface mounted conduit with (2) 1 phase 208V 20 amp rated circuits from the right interior panel along the interior wall to the front right corner of the building. Then continue to the exterior. (All items along the interior wall will need to be moved prior to our arrival. From the right panel to the front right corner of the building)
- Supply and install (1) surface mounted metal junction box on the interior with (1) square blank.
- Supply and install surface mounted conduit with the (2) new circuits from the new junction to the exterior and then down to grade. (Brandon Electric will need to dig an 18-24" deep trench from the right front corner of the amenity center along the vinyl fence to the outside of the tennis court)
- Continue the conduit and (2) circuits in the trench from the building to the tennis court junction box location.
- Supply and install (1) 4"X4"X4' pressure treated post outside the tennis court.
- Supply and install (1) 6"X6"X4" PVC junction.
- Label the existing panel for the (2) new circuits.
- Cleanup all areas worked in.
- 1 year parts and labor warranty.

NOTES:

Any unforeseen changes may incur an additional cost.

Price does not include any additional work or troubleshooting that is not listed in the above proposal.

Brandon Electric is not responsible for any damage or repair to existing buried lines, conduits pipes or wires marked or unmarked.

Brandon Electric is not responsible for any damage or repair to the existing landscaping, hardscaping, irrigation lines or wiring marked or unmarked.

All items along the interior wall will need to be moved prior to our arrival. From the right panel to the front right corner of the building.

Price does not include any additional wiring from the new exterior junction box to the new lighting power supply boxes or any of the new lighting components.

Price does not include any controls for the new lighting.

Price does not include engineered drawings or load calculations if required for permitting.

Price does not include a basic drawing for plan review if required for permitting.

This project will require a permit and a final inspection.

Permitting - Permit - All Other Counties	1.0	\$270.00	\$270.00
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A permit is required when installing, enlarging, altering, repairing, removing, converting or replacing any electrical, gas, mechanical, or plumbing system. When work is completed, it must be inspected. This fee includes one inspection and issuing of permit.

Due before the start of job.

Please note that this fee is non-refundable once the permit has been officially pulled or issued, regardless of any changes or cancellations in the project thereafter.

Verbiage - Exclusions	1.0	\$0.00	\$0.00
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Exclusions:

Fire Systems.

Engineering, calculations and design.

Utility company or municipal fees.

Temporary power (NA)

Telephones and PABX equipment.

Saw cutting and patching asphalt, Concrete cutting, or Boring.

Concrete equipment pads.

Concrete removal or soil spoils removal.

Waste disposal or dumpster.

De-watering system.

Water Pipe damage/repair, including but not limited to: sprinklers, dewatering systems, well water or utility water.

Repair of drywall damage due to troubleshooting/installation.

Repair of stucco damage due to troubleshooting/installation.

Replacement of sod/shrubbery that is removed or damaged due to electrical scope of work.

Mechanical systems (HVAC units and controls)

Security systems

Installation of appliances will incur additional costs not included in base price. This cost varies depending on size and/or complexity.

Qualifications and Clarifications:

Proposal is based on an on-site schedule 8 hour days 5 days a week.

Standard shipping and freight cost for materials/equipment have been included. Quick ship costs or provisions to expedite items have not been included.

Adequate on-site space for storage and vehicle parking is available at no cost to personnel and its subcontractors.

This proposal is valid for 30 days and based on current pricing for materials; reserves the right to adjust for price fluctuations beyond the 30-day period.

Brandon Electric reserves the right to negotiate fair contract terms and conditions.

Any breakout prices are provided for accounting purposes only and shall not be used to adjust the value of this proposal.

Final pricing is contingent upon review of subsequent drawings, construction schedule, and/or scope modification.

Unforeseen changes may incur an additional cost.

Brandon Electric is not liable for unmarked utilities, or sprinkler lines (marked or unmarked).

In the event of any dispute between the parties concerning the terms and provisions of this contract, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

By clicking the "Approve Estimate" button, I have read and agree to the Terms and Conditions.

Services subtotal: \$2,274.71

	Subtotal	\$2,274.71
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	<b>Total</b>	<b>\$2,274.71</b>
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\*\*\*Any credit/debit card transaction over \$10,000 will incur a 3.5% processing fee\*\*\*

Remit checks to:

Brandon Electric  
1034 Skipper Rd.  
Tampa, FL 33613

**EXHIBIT 8C**

**RETURN TO AGENDA**



# Court Access Control

Prepared for: K Bar Ranch 2 CDD

***Created by:*** Thomas Giella

***Email:*** [thomas@completeit.io](mailto:thomas@completeit.io)

***Phone:*** (813) 444-4355

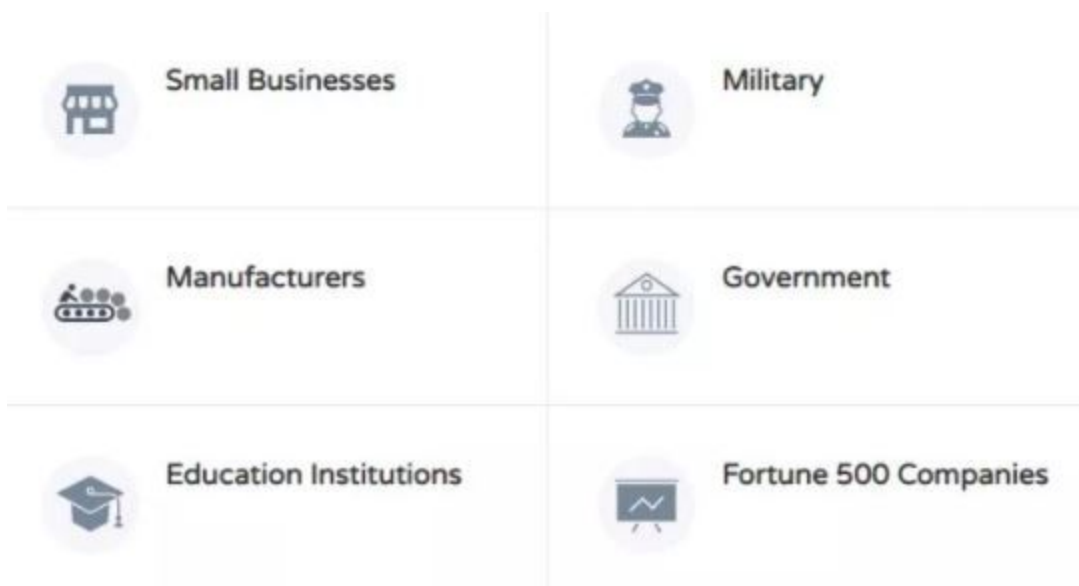


- Your Technology Professionals -  
Sales, Training, & Support

Hi K Bar Ranch 2 CDD,

Complete I.T. has worked with small businesses, CDD's & HOA's, all the way up to Fortune 500 companies. No job is too big or too small. Complete I.T. Specialty Electrical License ES12001800.

Complete I.T. uses high quality products for one reason—quality makes a happy customer. We understand how inferior products, that may cost less in the beginning, can cost you much more in the end. Products chosen by Complete I.T. are often of superior craftsmanship and practical pricing than competitors.



All products sold by Complete I.T. hold a minimum 1-year manufacturer warranty. You as the client never have to worry about the warranties. If a product fails within a specified warranty period,

Complete I.T. can take care of the exchange or replacement. By allowing Complete I.T. to take care of your technology solutions, you can tend to what you do best, your company.



## Networks Infrastructure (Wi-Fi)

**Security. Access. Backbone. Up-time.**

Complete I.T. designs, installs, and manages efficient network backbones. Whether you are a one-man show, or an fortune 500 company, your employees and clients deserve easy accessibility and a impeccable up-time.



## Camera Systems (CCTV)

**Up To 4K Resolution. Night Vision. Digital. PTZ.**

Our digital solutions will capture video at your office, allowing you to review footage from any computer or mobile device with an internet connection. Crisp clear video, with audio capture being optional. Large assortment of cameras for any project. Local and cloud recording available.



## Access Control Systems (ACS)

**Cloud Based. Secure. Affordable. Easy To Use.**

Have you pondered what would happen if the computer or server running your access control system crashed? By going with our Cloud solution, you won't have too. No large up-front software licensing fees.

# Project Summary.

- Gate will be added to current access control system. Residents can access 24/7 with credential or on a schedule
- Trench from clubhouse to court gate location
  - Includes conduit and composite cabling
- Installation of 6ft black aluminum pole with full size Brivo reader
- Camera to view the gate (mounted to building), and separate camera to view the courts (mounted to new tall aluminum black pole).
- Fence company to install mesh or fabric to gate to prevent anyone from using REX button from outside. Unless district is ok with coring the court, we will strap the rex button to the fence.
- Equipment includes:
  - Magnetic lock
  - REX button
  - Brivo Full Size Reader
  - Brivo expansion board
- Gate company responsible for auto closer and mesh. Complete I.T. will install magnetic lock



# Complete I.T. Camera Proposal

Access Control	Price
Adding Courts Gate and cameras <ul style="list-style-type: none"> <li>• Brivo expansion board</li> <li>• Magnetic lock</li> <li>• Composite Cable</li> <li>• Brivo Bluetooth Reader</li> <li>• Rex button</li> <li>• Trenching, conduit, composite cable</li> <li>• CAT6 cable</li> <li>• (2) EEN DT03 cameras with starlight</li> <li>• Labor</li> </ul>	\$8,323.00

**Estimated Project Total     \$8,323.00**

## Software Licenses:

All Licenses & Services	Price	QTY	Subtotal
<b>Cameras</b>			
Brivo Access Control (per reader device)	\$18.50	1	\$18.50
EEN PR1 Recording	\$9.50	2	\$19.00

**Monthly Licensing/Service     \$37.50**

## Payment and Service Agreement Terms

### **1. Project-Based Services & Payment Terms**

Before initiating any requested service on a project basis, Vendor shall provide a written proposal outlining the scope of work and associated fees. While an estimated completion timeframe may be included, it is not guaranteed and may be omitted depending on the nature of the project. The Customer agrees to remit a non-refundable deposit equal to 50% of the total proposed cost prior to the commencement of any work. Once the 50% deposit is received, the Vendor will order all required products and add the project to the schedule. The Vendor will then begin work on the requested service. The Customer acknowledges that some equipment may be subject to shipping delays, and the Vendor is not responsible for delays caused by product availability or delivery timelines. The remaining 50% balance is due within fourteen (14) calendar days of project completion.

### **2. Estimated Timeline for Completion**

While most services are typically completed within thirty (30) calendar days from the time the Vendor begins the project, the Customer acknowledges that completion times may vary due to factors beyond the Vendor's control. The estimated timeline, if provided, is only a guideline and not a guaranteed deadline. If the Customer requests a postponement or causes a delay in the progress of the work, such request must be made in writing. In the event that the Customer delay exceeds fifteen (15) calendar days, the Vendor may invoice for all services rendered and materials purchased up to that date. The Customer agrees to pay the invoiced amount within fifteen (15) calendar days of receipt. Additional charges may apply for delays initiated by the Customer.

### **3. Price Adjustments**

Vendor reserves the right to adjust project or service pricing in the event of changes in manufacturer licensing fees or other direct vendor-related costs. The Customer will be notified of any such adjustments prior to being invoiced for the remaining balance.

### **4. Non-Payment & Late Fees**

Failure to make timely payments constitutes a material breach of this Agreement. A monthly service charge of 1.5%, or the highest amount allowed under Florida law, will be applied to any past due balances. Payments will be applied to the oldest outstanding invoices unless otherwise specified. The Customer is responsible for all costs associated with collection, including attorney's fees.

### **5. Service Contract Duration & Termination**

This agreement is for a 12-month term, beginning on the 1st day of the month in which the equipment is installed. The contract automatically renews annually unless terminated with a 60-day written notice prior to the renewal date.

### **6. Supplemental & Emergency Services**

Supplemental services include, but are not limited to, on-site visits, remote support (via phone, email, or screen sharing), travel time, and meetings (in-person or virtual). These services will be billed separately from standard project or service fees. Support requests submitted outside of standard business hours or on holidays will be billed at 1.5 times the normal technician labor rate with a 2-hour minimum, plus travel. Emergency service will be clearly labeled on both the support ticket and final invoice.

### **7. Technician Time Rates**

- Standard Business Hours: \$165/hour (2-hour minimum, plus travel)
- Emergency Hours (After-Hours, Holidays, Urgent Support): \$247.50/hour (2-hour minimum, plus travel)

## **8. Support Request Methods**

Customers may submit support requests by:

- Calling (813) 444-4355
- Emailing [support@completeit.io](mailto:support@completeit.io)

Support requests made outside of these methods (e.g., text, voicemail, social media) may result in delayed response times from the Complete I.T. support team.

## **9. Refund Policy**

Vendor maintains a strict NO REFUNDS policy on deposits, project totals, or any monetary exchanges related to services rendered or contracted.

## **10. Manufacturer Warranties & Exclusions**

Any manufacturer warranties associated with equipment or products provided by the Vendor are limited to the terms and conditions set forth by the respective manufacturer. The Vendor does not offer any separate or extended warranty beyond what is provided by the manufacturer. Manufacturer warranties do not cover damage resulting from misuse, abuse, negligence, vandalism, theft, power surges, acts of God (including but not limited to lightning, flood, fire, or storm), or improper installation or handling by parties other than the Vendor or its authorized agents. The Customer acknowledges that any such damages are not covered under warranty and may require additional service, replacement, and/or labor at the Customer's expense.

**EXHIBIT 9A**

**RETURN TO AGENDA**

# ESTIMATE

**JML Services, LLC**  
1527 Gunsmith Drive  
Lutz, FL 33559

jlservices083@gmail.com  
+1 (954) 444-2972



## Bill to

K Bar Ranch II CDD  
255 Primera Blvd St 160  
Lake Mary, FL 32746

## Estimate details

Estimate no.: 1156  
Estimate date: 07/07/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Sales</b>	Pressure wash 10 14x30 mailbox concrete slabs. Aprox. 4,200 sqft			\$3,570.00
					<b>Total</b>	<b>\$3,570.00</b>

Accepted date

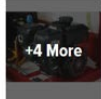
Accepted by

**EXHIBIT 9B**

**RETURN TO AGENDA**

# NorthStar Skid Sprayer, 55-Gallon Capacity, NorthStar 180c OHV Engine

Item# 2681733 ★★★★☆ 4.2 (17) [Write a Review](#) [Ask a Question](#) Top Seller On Sale



**\$1899.99**

Reg. \$1999.99 **Save \$100.00**

Order today to get this price.

Quantity

Qty: 1

**Add to Cart**

Save to List

**Shipping:**

Available now

**\$19.99 Same Day** [See Details](#)

Heavy/large item. Lift gate service available. 1

**EXHIBIT 9C**

**RETURN TO AGENDA**



🕒 4TH OF JULY SAVINGS END IN:


1 DAYS 12 HRS 47 MIN 51 SEC

[Shop DEWALT](#)

**3100 PSI 2.3 GPM Gas Pressure Washer  
with Honda GCV170 Engine, Reliable  
Residential Cold Water Power Cleaner**

★★★★☆ (750) Questions & Answers (60)

**\$479<sup>00</sup>**

 \$40/mo\*\* suggested payments with 12 mos\*\* financing. Ends 07/08 [🕒](#)  
[Apply Now](#)

- 3100 PSI 2.3 GPM pressure washer for pro cleaning
- Cuts cleaning time for homes, fencing, decking, cars and driveway
- Power washer includes gun, high-pressure hose, lance and nozzle
- [View More Details](#)

**EXHIBIT 10A**

**RETURN TO AGENDA**



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BILL TO		JOB LOCATION	
<b>Company:</b> K Bar Ranch II CD	<b>Company:</b> K Bar Ranch II CD	<b>Date:</b> 06/26/2026	
<b>Address:</b> 10820 Mistflower Ln Tampa, FL 33647	<b>Address:</b> 10820 Mistflower Ln Tampa, FL 33647	<b>Sales Rep:</b> Brianna Marx	
<b>Contact:</b> Wayne	<b>Contact:</b>	<b>Phone:</b>	
<b>Phone:</b> (813) 924 1182	<b>Phone:</b>	<b>Email:</b> brianna.marx@piperfire.com	
		<b>Expires:</b>	
		<b>Billing Method:</b>	
		<b>Payment Terms:</b> NET 30	

**TITLE**  
K Bar Ranch II CD: Hydrant and Extinguisher Inspections

**SCOPE OF WORK**

**Fire Hydrant Inspection:** Comply with NFPA inspection requirements. During the hydrant inspection we will check the water flow/supply & provide water flow reports in addition to the condition of the hydrant, grease the caps & fittings & install a certification tag on each hydrant. This quote does not include repairs to hydrants, gaskets, seals and/or repairs to street valves.

**Fire Extinguisher Inspection:** Comply with the inspection requirements outlined in NFPA 10 to include inspection of the vessel for signs of denting, pitting, or corrosion, confirm pressure gauge is in operable range, pull safety pin, install new dated tamper seal, removal of hose assembly to inspect for obstructions, check extinguishing agent, record serial number, manufacturer date, 6 year and/or hydrostatic maintenance or test date. When code requirements are met, we will install the required extinguisher certification tag. If a re-walk of the property is necessary due to extinguishers not being placed outside after technician's initial walkthrough, a fee of \$179.00 per hour will be charged for a return trip.

Additional Extinguisher Fees, prices reflect 5lb ABC extinguishers (if required):  
 6year/Recharge: \$50.75 (Includes parts as needed) | Hydro-test: \$80.75 | New 5lb: \$98.50

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>Hydrant: Due Now</b>			
Inspection - Fire Hydrant (Annual)	1.00	\$198.00	\$198.00
		<b>Hydrant: Due Now Total:</b>	<b>\$198.00</b>
<b>Extinguishers (1-5 Flat Rate): Due Now</b>			
Inspection - Extinguisher (Annual)	1.00	\$145.00	\$145.00
<i>See scope of work for additional maintenance charges, if applicable</i>			
		<b>Extinguishers (1-5 Flat Rate): Due Now Total:</b>	<b>\$145.00</b>
<b>City of Tampa Report Submittal</b>			
Hydrant Inspection Reports	1.00	\$38.50	\$38.50
Extinguisher Inspection Reports	1.00	\$24.25	\$24.25
		<b>City of Tampa Report Submittal Total:</b>	<b>\$62.75</b>
		<b>Subtotal:</b>	<b>\$405.75</b>
		<b>Tax:</b>	<b>\$15.59</b>
		<b>Total:</b>	<b>\$421.34</b>

Fortis and any of its subsidiaries shall have no responsibility for cost increases in labor, services, materials, items, inspections, or equipment attributable to changes in shipping costs or tariffs, and Customer hereby agrees to pay for any such increases.



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## TERMS & CONDITIONS

Fortis (as defined below) and Customer (as defined below), in consideration of the Total Price, mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby agreed to, agree to the following Terms and Conditions and any applicable Geographic Terms and Conditions stated in a separate document and incorporated herein by reference (the "Agreement") as of the Effective Date (defined below). General Terms and Conditions are applicable to all Work. Work Specific Terms and Conditions are only applicable to the specific type of Work indicated. Geographic Terms and Conditions are only applicable to the Work where the Site Address is in the relevant geographical area.

### Article I - General Terms and Conditions

#### Definitions

1. As used herein, "Fortis" means Fortis Fire & Safety, Inc., and any of its affiliates, subsidiaries, successors, and acquired entities, including, but not limited to Piper Fire Protection, Fortis Fire & Safety formerly known as CJ Suppression, VFS Fire & Security Services, MeshWrx, Lifesafety Management, Integrated Fire and Security Solutions, Diversified Systems Inc.
2. As used herein, "Work" means the description of the labor, services, materials, items, inspections, or equipment described in the Scope of Work section above.
3. As used herein, "Customer" means the Company listed above.
4. As used herein, "Site Address" means the job location address listed above and any address where Work is performed.
5. As used herein "Total Price" means the total price for the Work listed above.

#### Payment

6. Customer agrees to pay the Total Price in accordance with the Payment Terms listed above. Failure to pay amounts when due shall give Fortis, in addition to any other available remedies, the right to stop work pending payment of all outstanding amounts and the right to terminate this Agreement and to charge interest at the highest legal rate allowable on delinquent amounts.
7. Should the Customer cancel a scheduled appointment less than 24 hours in advance, then a \$195 rescheduling fee may be charged by Fortis.
8. In the event a technician is dispatched to the work site, as scheduled, but is unable to perform the Services through no fault of Fortis, then Customer agrees to an increase in the Total Price for the actual time lost, travel time and materials. Additionally, any restocking fees assessed against Fortis will be invoiced to the Customer. If a special order was made, the Customer will be invoiced for, and hereby agrees to pay, that cost.

#### Scope of Work

9. Customer agrees that nothing is included in the Work except for the labor, services, materials, items, inspections, or equipment described in the Scope of Work section above.
10. In addition to any exclusions expressly stated in the description of the Work, Fortis hereby gives notice that it does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing. Customer acknowledges that the authority having jurisdiction ("AHJ") may establish additional requirements for compliance with or above local codes. Customer shall be responsible to pay Fortis for any additional labor, services, materials, items, inspections, or equipment required by an AHJ that are not already included in the Work.
11. Unless otherwise stated in the description of the Work, labor, services, materials, items, inspections, or equipment provided by Fortis shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 but not inclusive of any and all NFPA and Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager. The Work expressly excludes any NFPA and Life Safety 101 requirements that that NFPA or Life Safety 101 indicate are the responsibility of the Customer, property owner, tenant, or property manager.
12. Fortis is not responsible for existing conditions, including, but not limited to, existing municipally controlled conditions, such as water main sizing or maintenance issues, that do not support any planned Work or for verifying that existing conditions will support the planned Work.

13. If conditions are encountered at the Site Address that are (a) concealed physical conditions which differ materially from those indicated in any applicable construction drawings; (b) not readily observable to Fortis; (c) unknown or unforeseeable physical conditions that differ from those ordinarily found to exist and generally be recognized as inherent in construction activities of the character provided for in this Agreement; or (d) hazardous, unsafe, unworkable, or code violations (collectively "Differing Conditions"); and affect or may affect any aspect of the Work of the performance of this Agreement, in the sole judgment of Fortis, Fortis shall notify Customer and subsequent to such notification may (a) if practicable, in the sole judgment of Fortis, complete the original scope of Work; (b) enter into a change order with Customer to address the Differing Conditions; (c) terminate the Work and refund any portion of the Total Price paid, less any costs incurred; or (d) suspend the Work until Customer employs others to remedy the Differing Conditions. If Fortis elects option (b) above, Fortis shall be entitled to stop performance of the Work until Customer executes the change order and pays Fortis for the Change Order. The costs for any or all of the



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foregoing shall be borne by Customer. Fortis has no duty to inspect the Site Address in advance of signing this Agreement or beginning the Work. Visual or virtual inspections for the purposes of providing an estimate or taking measurements shall not constitute an inspection for these conditions or be a waiver of this provision. Differing Conditions include, but are not limited to: rotten, damaged, or unusable wood, fascia, or structural components; pre-existing building code violations; zoning violations; discovery of asbestos-containing products; mold; or termites.

#### **Delays and Force Majeure**

14. Fortis shall not have any liability for damages or cost increases as a result of inclement weather; natural disasters; disease; pandemic; epidemic; microbursts, hurricanes and their attendant watches and warnings; tropical storms and their attendant watches and warnings; tornadoes and their attendant watches and warnings; floods and their attendant watches and warnings; blizzards and their attendant watches and warnings; strikes; civil unrest; war; terrorism; blackouts; fire; delays in common carriers; government or municipal actions or omissions, including, but not limited to, the passage, amendment, or repeal of statutes, codes, ordinances, or regulations; changes to the National Electrical Code or any fire or life safety related code; Customer acts, omissions, or negligence; acts or omissions of subcontractors/contractors/material suppliers; incorrect material deliveries or installations; missing or damaged parts, pieces, or elements of materials; acts or omissions of design professionals; unavoidable casualties beyond Contractor's control; events or occurrences beyond Contractor's control; building department delays, actions, or omissions; material shortages; and/or labor/subcontractor shortages. Fortis shall have no responsibility for cost increases in labor, services, materials, items, inspections, or equipment attributable to any of the foregoing, and/or attributable to changes in shipping costs or tariffs, and Customer hereby agrees to pay for any such increases.

#### **Customer Representations, Warranties, Acknowledgments, and Responsibilities**

15. Customer hereby represents that it is authorized to enter into this Agreement and has the funds necessary to pay the Total Price. Customer also hereby represents that it is the fee simple owner of the Site Address, or that if it is not, it is acting as an agent for the fee simple owner of the Site Address such that Fortis is in contractual privity with the fee simple owner of the Site Address. Customer warrants and covenants that the execution of this Agreement and the terms contained herein do not violate the provisions of any other agreement which Customer may have made.

16. Customer agrees that he/she has a duty to cooperate with Fortis with regard to executing documents as needed for the purpose of completing the Work, including executing notices of commencement or building permit documents. Customer also agrees to be available at the Site Address as needed to provide access for the performance of the Work and inspections of the Work. Customer also agrees not to remove or hide any posted permit placard.

17. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT FORTIS IS NOT AN INSURER. THE AMOUNTS FORTIS CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT FORTIS PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.

18. FORTIS' WORK DOES NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. FORTIS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE WORK SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, FORTIS DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT FORTIS. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. FORTIS SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO FORTIS TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM FORTIS ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.

19. IF NOTWITHSTANDING THE PROVISIONS OF THESE SECTIONS PROVIDED, FORTIS IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF SOME OR ALL OF THE WORK IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE TOTAL PRICE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM FORTIS'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IF CUSTOMER REQUESTS, FORTIS MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS AGREEMENT STATING THE EXTENT OF FORTIS'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR FORTIS'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS AND FORTIS IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIDER.

20. THE PROVISIONS OF THESE SECTIONS SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO FORTIS'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF FORTIS, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATION INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST FORTIS IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS AGREEMENT, THEN CUSTOMER SHALL INDEMNIFY AND HOLD FORTIS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

21. THE PROVISIONS OF THESE SECTIONS SHALL APPLY TO AND BENEFIT FORTIS AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT). IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THESE SECTIONS AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

#### **Default & Dispute Resolution**

22. Customer and Fortis agree that any default by Customer under any Agreement between it and Fortis maybe treated by Fortis as a default under any or



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all other outstanding Agreements.

**23.** Any dispute arising out of or relating to this Agreement or the Work, whether arising in contract, statute, or tort, shall be subject to binding arbitration by a single arbitrator in accordance with the Construction Industry Rules of the American Arbitration Association.

**24.** Customer hereby expressly waives the right to trial by jury in any dispute arising from or relating to this Agreement or the Work, whether arising in contract, statute, or tort.

**25.** Customer is responsible for all costs of collection for any amounts due under this Agreement, including attorneys' fees, costs, and expenses, whether incurred pre-litigation or arbitration, in litigation or arbitration, or any post-litigation or arbitration actions.

#### **Additional Terms**

**26.** Communication – Customer is responsible for maintaining communication with Fortis.

**27.** Confidentiality – Customer shall keep the pricing information provided by Fortis confidential.

**28.** Customer hereby agrees that he or she has had an opportunity to review the terms of this Agreement in advance of signing and has had sufficient opportunity to review, understand, and negotiate its terms.

**29.** Access to the Premises – Customer must provide access to all areas of the Site Address and related security personnel, when necessary. Fortis shall not be responsible for areas not accessed or deemed unsafe to inspect, observe, pass through, or work in, in Fortis's sole discretion.

**30.** Equipment Disconnections – Customer acknowledges that they are on notice that the system(s)/device(s) listed on the Supplemental Work Order may be temporarily or permanently disconnected and out of service; thus, cannot detect, perform and/or report occurrences or transmit signals. Customer is responsible for fulfilling all impairment protocols and requirements while the systems are impaired.

**31.** Maintaining Existing System(s) – Customer is responsible for maintaining all fire protection equipment and any systems in good working order as outlined in the applicable NFPA Standards, Life Safety 101 and any and all local rules, codes or standard applicable to the jurisdiction where the system(s) or equipment is/are located.

**32.** Customer is responsible for the existing system and its pre-existing condition. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the Services. Customer releases Fortis from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.

**33.** Temperature – Customer shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at appropriate temperatures, as Fortis is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located.

**34.** Hazardous Materials – In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Fortis will not be required to install or service the at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Fortis, its officers, directors and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Fortis's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Fortis.

**35.** Assignment; Enforceability – This Agreement is not assignable by the Customer except upon written consent of Fortis first being obtained. Fortis shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

**36.** Severability - If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**37.** Electronic Media – Fortis may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Fortis may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.

**38.** Waiver of Jury Trial – Each party hereby waives any right it otherwise would have to a jury trial to resolve any dispute it has with the other party under this Agreement

**39.** Headings – Paragraph headings are for convenience only and shall not be used to interpret this Agreement.

**40.** No Waiver – No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach, whether of a similar or dissimilar nature.

**41.** Opportunity to Cure - Customer hereby agrees to give Fortis at least seven days written notice and an opportunity to cure any alleged breach of this Agreement or claimed deficiency in the Work. Customer and Fortis agree that the notice and opportunity to cure the alleged breach or claimed deficiency are express conditions precedent to Customer bringing any claims or asserting any defenses against Fortis. Customer also hereby agrees that the notice



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contemplated by this paragraph must be given within 10 days of when Customer discovers or should have discovered with reasonable diligence the alleged breach or claimed deficiency. Failure of the customer to timely give this notice within 10 days shall result in Customer waiving any and all claims or defenses arising out of or relating to the alleged breach or claimed deficiency.

**42. Notice** – Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery, certified mail or commercial courier to the other party at the addresses listed on page 1, or via email with confirmation of receipt to the Site Contact Email address provided for on page 1. Any change in Customer's contact information must be communicated within 30 days of change.

**43. Effective Date.** The Effective Date of this Agreement shall be the date it is last signed by one of the Parties hereto.

**44. Limitation of Liability** - FORTIS SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF THE WORK, THIS AGREEMENT, OR THE DESIGN OR MANUFACTURE OF ANY MATERIALS FURNISHED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PROPERTY, LOSS OF RENTAL INCOME, BUSINESS INTERRUPTION, LOST PROFITS, PERSONAL INJURY, PROPERTY DAMAGE, WATER DAMAGE, MOLD, MILDEW, DRYWALL DAMAGE, AND OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES. FORTIS SHALL NOT BE LIABLE FOR DAMAGES TO THE SITE ADDRESS, PERSONAL PROPERTY, OR PHYSICAL INJURY AS A RESULT OF THE PERFORMANCE OF THE WORK.

**45. Warranty Disclaimer** - EXCEPT AS OTHERWISE PROVIDED HEREIN, FORTIS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY SUCH WARRANTIES IN CONNECTION WITH THE WORK OF THIS CONTRACT.

**46. Integration** - THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND FORTIS. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF FORTIS. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY SUPPLEMENTAL ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.

**47. Venue and Choice of Laws** – The exclusive venue for any litigation or arbitration shall be the county where the Site Address is located.

**48. Indemnification** –

(a) **Limitation on indemnification.** The parties mutually acknowledge that the amount of indemnity provided for herein is equal to the limits of aggregate insurance held by CUSTOMER or \$1 Million (One Million Dollars), whichever is greater, and that the requirements of §725.06, Fla. Stat. have been fulfilled and apply to this section.

(b) In the event any indemnification language or provision contained in this Agreement conflicts with any statute or law in the State where the Site Address is located, the Parties hereby agree that a court may modify any such indemnification language or provision to the extent necessary to bring the language or provision into compliance with the applicable statute or law.

**49. Incorporation of Geographic Terms and Conditions** – Fortis and Customer agree that the Master Geographic Terms and Conditions are hereby incorporated into this Agreement by reference and that the Parties hereby agree to be bound by those terms and conditions. Customer hereby acknowledges the receipt of the Master Geographic Terms and Conditions and agrees that those terms and conditions apply to the extent that the Site Address is located in a state listed in the Master Geographic Terms and Conditions.

**50. Termination** - Fortis may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Fortis's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

## **Article II - Inspection Terms and Conditions**

**51.** The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing inspection services at the Site Address.

**52.** In addition to any exclusions expressly stated in the description of the Work, Fortis hereby gives notice that it does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing.

**53.** Unless otherwise stated in the description of the Work, inspections provided by Fortis shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 and expressly exclude any and all NFPA or Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager under the NFPA or Life Safety 101.

**54.** Fortis reserves the right to increase inspection services annually for total inspection costs.

**55. Term** – The "Initial Term" of this Agreement is for 3 years, beginning on the Effective Date.

**56. Renewal** – At the conclusion of the Initial Term, the Agreement will automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

**57. Termination** – In addition to any other remedies available to Fortis, Fortis may terminate this Agreement and discontinue any Work if i) Customer fails



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to follow Fortis's recommendations for the repair or replacement of defective parts of the system not covered under the Warranty; ii) in Fortis's sole discretion, the Site Address is or becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Work thereafter impractical or impossible; or iii) for breach, including Customer's failure to make payments when due; and Fortis will not be liable for any damages or subject to any penalty as a result of any such termination.

### Article III - Service/Monitoring Terms and Conditions

**58.** The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing regular maintenance service or monitoring services at the Site Address

**59.** Conditions for Monitoring: If Customer has selected monitoring services, the following apply to such services - In the event the Fortis receives a supervisory signal or trouble signal, Fortis shall endeavor to contact one of the Contacts or responding authority. Fortis shall not be responsible for a Contact or responding authority's refusal to acknowledge/respond to Fortis's notifications of receipt of an alarm signal, nor shall Fortis be required to make additional notifications because of such refusal. Cellular radio unit test supervision, if provide under this agreement, provides only the status of the radio unit's current signaling ability at the time of test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Customer understands that Fortis will not receive alarm signals when the telephone line or other transmission has been cut, interfered with or is otherwise damaged or if the alarm system is unable to acquire, transmit or maintain an alarm signal over a customer's telephone service for any reason including network outage or other network problem such as congestion or downtime, routing problems, or instability of signal quality. Customer also understands that other potential causes of such failure over certain telephone services including but not limited to some types of DSL, ADSL, VOIP, Digital Phone, internet protocol based phone or other internet interface type of service or radio service, including cellular or private radio etc. ("non-traditional telephone service") include but are not limited to (1) loss of normal electric power to customer premise and (2) electronics failure such as modem malfunctions.) Monitoring services may be cancelled with a 30 day written notice. Your alarm panel may be required to connect to two phone lines. One line is required to be dedicated provided by your phone provider.

**60.** Excessive signals: - If the alarm has a "runaway" system or is excessively communicating with the monitoring station without apparent reason, subscriber authorizes Fortis to, without limitation, do any one or more of the following, ignore all communications received from the alarm, disconnect the alarm, or render the alarm incapable of communicating locally or with the monitoring station until the runaway condition is corrected. If subscriber fails or refuses to cooperate or correct the excessive communication problem within 24 hours of written or verbal communication from Fortis or the monitoring station subscriber will be billed and shall pay the sum of one dollar (\$1.00) for each individual communication received by the monitoring station which is in excess of normal system testing.

**61.** Fortis warrants that its Work shall be free from defects for a period of 30 days after completion of the Work, and that it will at its expense, repair or replace any defective Work supplied or performed by Fortis during the 30 day warranty period (the "Warranty"). This Warranty does not apply to i) materials, as such are warranted by the manufacturer and ii) the "Conditions Not Covered by Warranty" listed below (the "Conditions"), and if Customer contacts Fortis for service under the Warranty and upon inspection by Fortis it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Fortis's representative whether or not any Services are actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Fortis's then applicable rates for labor and material. Services will be furnished by Fortis during Fortis's normal working hours Monday through Friday, excluding holidays.

**62.** Conditions Not Covered by Warranty. The following are expressly excluded from any warranty provided by Fortis: 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, presence of corrosion inducing matter in the air at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Fortis, or from parts, accessories, attachments or other devices not furnished by Fortis; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; 6) System changes requested by Customer.

**63.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING FORTIS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. FORTIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY FORTIS OR NEGLIGENCE OF FORTIS OR OTHERWISE.

### Article IV - Repair/Construction Terms and Conditions

**64.** The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of repairs to existing items at the Site Address or the installation of new items at the Site Address

**65.** Fortis warrants that its Work shall be free from defects for a period of one year after completion of the Work, and that it will at its expense, repair or replace any defective Work supplied or performed by Fortis during the one year warranty period (the "Warranty"). This Warranty does not apply to i) materials as such are warranted by the manufacture and ii) the "Conditions Not Covered by Warranty" listed below (the "Conditions"), and if Customer contacts Fortis for service under the Warranty and upon inspection by Fortis it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Fortis's representative whether or not any Services are actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Fortis's then applicable rates for labor and material. Services will be furnished by Fortis during Fortis's normal working hours Monday through Friday, excluding holidays.

**66.** Conditions Not Covered by Warranty. The following are expressly excluded from any warranty provided by Fortis: 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, presence of corrosion inducing matter in the air at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Fortis, or from parts, accessories, attachments or other devices not furnished by Fortis; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit



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breakers; 6) System changes requested by Customer.

**67.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING FORTIS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. FORTIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY FORTIS OR NEGLIGENCE OF FORTIS OR OTHERWISE.

**68.** Unless otherwise set forth in this Agreement, final payment, plus payment of any and all sums remaining due under this Agreement, shall be paid by Customer upon Substantial Completion. For Work not requiring a permit, Substantial Completion shall mean the date the Work is sufficiently complete to serve its functional purpose. For Work requiring a permit, Substantial Completion shall mean the date the Work passes its final permit inspection. Customer agrees (1) not to interfere with the passage of any permit inspection, (2) to allow access for all such inspections, and (3) not to request any passed inspection be reopened or failed. The existence of punch list items to be completed shall not be grounds to dispute or withhold any amounts due as a result of achieving Substantial Completion.

**69.** Fortis shall be not required to perform any work outside the Work absent a written and signed change order. Change orders are to be paid in full in advance of the completion of the change order, absent a contrary agreement between the Parties. In the event Fortis performs extra work without a written change order Fortis shall still be entitled to recover the value of the extra work, as determined by Fortis, or at the rates stated in this Agreement, from the Customer. Customer is responsible for the cost of additional work required by any municipality as a condition precedent to passing an inspection.

#### **Article V – PFAS Warning & Rider**

**70.** The terms and conditions contained in this Article only apply to Work, or a portion thereof, where PFAS exists or will exist at the Site Address.

**71.** The fire-fighting foam type specified for use or already in use at the Site Address contains compounds that utilize chemicals belonging to the per- and polyfluoroalkyl substances (PFAS) family. The U.S. Environmental Protection Agency has recently designated certain PFAS chemicals as hazardous, which includes those found in certain fluorinated foam concentrates. These chemicals are considered persistent, both in the environment and within the human body, and exposures to certain PEAS may lead to adverse human health conditions.

**72.** Operation of the foam system without proper controls may result in the release of a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), hazardous waste under the Resource Conservation and Recovery Act (RCRA), or similar designation under federal, or state environmental laws. These regulations may require strict and onerous compliance for containing spills, runoff, and disposal of any effluent or contaminated system component.

**73.** Fortis, as a required component of a new foam system installation, must perform acceptance tests to prove correct functionality of the foam proportioning system. Absent specific system types which allow for operational testing without creating foam discharge that are above and beyond project specifications or currently installed components, Fortis will employ the use of a surrogate "foam replacement" test liquid to prove the proportioning system prior to introduction of PFAS-containing foam concentrate into the system components for new installations. Existing installations or future service and testing of foam systems with PFAS will require considerations for PFAS contamination regardless of test method utilized. It is a condition of this Agreement that Customer acknowledges and agrees to this PFAS warning and associated hazards and that this Agreement limits Fortis indemnification requirements solely to its own negligent acts or omissions,

**74.** Fortis will provide foam system testing activities as stewards of the environment and to maintain compliance with EPA state and local regulations as appropriate. This compliance requires Fortis to capture and contain an effluent discharge from a foam system and affected system components containing PFAS, and to allow for compliant hazardous waste disposal as the responsibility of the Customer as the waste generator. Fortis does not include third-party disposal services as part of its scope of work.

**75.** Fortis, aside from specific circumstances that necessitate the use of fluorinated foam agents, strongly recommends consideration of alternative foam concentrates that do not contain hazardous PFAS chemicals. In circumstances that necessitate the use of fluorinated agents, Fortis strongly recommends the use of advanced system technologies that mitigate the release of contaminated effluent during services and testing activities, Fortis is willing to help address any questions or comments regarding this warning and alternative solutions.

#### **Article VI - Rider for the Inspection and/or Service of Fluorinated Foam Systems**

**76.** The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing inspection or service of fluorinated foam systems at the Site Address.

**77.** This Rider modifies the Agreement with respect to the installation, testing, inspection, service and/or repair of aqueous film forming foam ("AFFF") suppression systems, and/or removal of AFFF and associated hardware and piping associated with converting an AFFF suppression system to non-fluorinated foam system (collectively, the "Services") If any inconsistency exists between this Rider and the Agreement, this Rider will supersede and control. All other terms of the Agreement remain the same.

**78.** Customer understands and acknowledges that Fortis does not provide and shall not be responsible for the discharge, release, capture, containment, removal, transport or disposal of any AFFF (collectively, "AFFF Disposal") encountered in and/or discharged from Customer's systems relating to the testing of AFFF suppression systems, the performance of the Services, flushing of the system to remove any AFFF and/or removal of hardware and when converting an AFFF suppression system to a non-fluorinated system.

**79.** Further, Fortis will not perform training or testing activities involving the use, discharge and/or release of AFFF at the Customer's premises. Fortis will



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only perform testing activities on AFFF systems using alternative methods or techniques that do not require AFFF consumption. Customer remains solely responsible for any residual AFFF remaining in the system.

80. Customer shall be responsible for and shall engage a third-party on its behalf to perform any AFFF Disposal in accordance with the applicable law. AFFF related materials shall, at all times, remain the responsibility and property of Customer. Customer shall select a disposal site, as necessary, and conduct due diligence on any such disposal facilities. Customer will sign any necessary waste disposal manifest related to the Services. Referrals of waste disposal sites as a courtesy is not intended to or shall be construed as making Company a "generator" of the waste for purposes RCRA or an entity that "arranged for the disposal" of the substances or waste under CERCLA.

81. Customer shall Indemnify and hold Fortis harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use, release, discharge, capture, containment, testing that involves the discharge or release, removal, transport, and/or disposal of any AFFF encountered or discharged from any of the systems and/or during performance of the Services. This indemnification includes any claims under environmental regulations or laws, including but not to CERCLA and RCRA.

82. IN NO EVENT, REGARDLESS OF THE CAUSE OR FAULT AND OR CAUSE OF ACTION WILL FORTIS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES; (C) BUSINESS INTERRUPTIONS; (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUS, RANSOMWARE, CYBERATTACKS OR FAILURES; OR (E) ANY DAMAGES, CLAIMS, DEMANDS, COSTS, OR LOSS RELATED TO THIS AGREEMENT AND THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNT PAID TO THE COMPANY UNDER THIS AGREEMENT.

83. If Fortis's performance of its obligations becomes impracticable due to obsolescence or unavailability of AFFF systems, equipment, or (including component parts and/or materials) or because Fortis or its supplier(s) has discontinued the manufacture or the sale of the equipment (and/or products or are no longer is in the business of providing the Services, Fortis may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

## Master Geographic Terms, Conditions, and Disclosures

These Master Geographic Terms, Conditions, and Disclosures are hereby incorporated by reference into the Master Terms and Conditions between Fortis and Customer. All capitalized terms herein, unless otherwise defined herein, shall have the same definitions as set forth in the Master Terms and Conditions. License numbers can be located at [www.FortisFire.com](http://www.FortisFire.com).

### I. Alabama Specific Terms and Conditions

84. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Alabama.
85. In Alabama, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

### II. Alaska Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Alaska.
2. In Alaska, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

### III. Arizona Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Arizona.
2. In Arizona, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. Under § 32-1158, *Arizona Statutes*, the property owner has a right to file a written complaint with the registrar for an alleged violation of §32-1154(A), *Arizona Statutes* with the Arizona Registrar of Contractors. Complaints can be made by visiting <https://roc.az.gov/> or by calling the Registrar at 602-542-1525.

### IV. California [JSL1](#) Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in California.
2. In California, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826."



#### **V. Colorado Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Colorado.
2. In Colorado, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **VI. Florida Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Florida.
2. In Florida, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
4. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
5. Customer hereby waives any requirement that Fortis comply with the time requirements imposed by § 489.126, *Florida Statutes*.
6. Public Records – To the extent that Fortis meets the definition of "contractor" under Section 119.0701 Florida Statutes, Fortis must comply with public records laws to:
  - a. Keep and maintain public records required by the public agency to perform the service.
  - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that 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 completion of the contract if the contractor does not transfer the records to the public agency.
  - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **VII. Georgia Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Georgia.
2. In Georgia, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **VIII. Idaho Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Idaho.
2. In Idaho, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **IX. Illinois Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Illinois.
2. In Illinois, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **X. Indiana Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Indiana.
2. In Indiana, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)



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#### **XI.Iowa Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Iowa.
2. In Iowa, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. For more information, visit <https://sos.iowa.gov/mnlr/index.aspx> or call 1-888-767-8683.

#### **XII.Kansas Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Kansas.
2. In Kansas, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XIII.Louisiana Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Louisiana.
2. In Louisiana, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XIV.Massachusetts Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Massachusetts.
2. In Massachusetts, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XV.Michigan Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Michigan.
2. In Michigan, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XVI.Minnesota Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Minnesota.
2. In Minnesota, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XVII.Missouri Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Missouri.
2. In Missouri, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. NOTICE TO OWNER. FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### **XVIII.Montana[JSL2] Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Montana.
2. In Montana, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XIX.Nebraska Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Nebraska.
2. In Nebraska, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XX.Nevada Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Nevada.



2. In Nevada, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXI. New Jersey Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New Jersey.
2. In New Jersey, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXII. New Mexico Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New Mexico.
2. In New Mexico, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXIII. New York Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New York.
2. In New York, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXIV. North Carolina Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in North Carolina.
2. In North Carolina, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXV. Ohio Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Ohio.
2. In Ohio, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXVI. Oklahoma Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Oklahoma.
2. In Oklahoma, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXVII. Oregon Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Oregon.
2. In Oregon, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXVIII. Pennsylvania Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Pennsylvania.
2. In Pennsylvania, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXIX. Rhode Island Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Rhode Island.
2. In Rhode Island, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. **NOTICE OF POSSIBLE MECHANIC'S LIEN:** Fortis is about to perform work and/or furnish materials for the construction, erection, alterations, or repair upon the land at the Property under contract with you. This is a notice that the undersigned and any other persons who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and materials furnished for the construction, erection, alteration, or repair upon the land.

**XXX. South Carolina Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in South Carolina.
2. In South Carolina, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

**XXXI. South Dakota Specific Terms and Conditions**



Piper Fire Protection Headquarters  
13075 US Hwy 19 N  
Clearwater, FL 33764  
(727) 581 9339  
<https://www.piperfire.com/>

**QUOTE**  
**237001**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in South Dakota.
2. In South Dakota, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XXXII. Tennessee Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Tennessee.
2. In Tennessee Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XXXIII. Texas [\[JSL3\]](#) Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Texas.
2. In Texas, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XXXIV. Utah Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Utah.
2. In Utah Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XXXV. Virginia Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Virginia.
2. In Virginia Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

#### **XXXVI. Washington Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Washington.
2. In Washington, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)
3. NOTICE TO CUSTOMER: Fortis is registered with the state of Washington using the above referenced license number(s) and has posted with the state a bond or deposit of \$\_\_\_\_\_ for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is \_\_\_\_\_.
4. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to the amount of the bond that you and other customers, suppliers, subcontractors, or taxing authorities may have.
5. FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.
6. YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.
7. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

#### **XXXVII. Wisconsin Specific Terms and Conditions**

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Wisconsin.
2. In Wisconsin, Fortis operates using license number(s): See [www.FortisFire.com](http://www.FortisFire.com)

The Terms and Conditions available at <https://fortisfire.com/terms-and-conditions/>, version dated June 9, 2026, which may be modified by Fortis from time to time upon posting an updated version, are incorporated herein by reference and made a part of this Agreement as if fully set forth herein. By signing, the parties acknowledge that they have reviewed, or have the opportunity to review, the Terms and Conditions and agree to be bound by them.



Piper Fire Protection Headquarters  
13075 US Hwy 19 N  
Clearwater, FL 33764  
(727) 581 9339  
<https://www.piperfire.com/>

**QUOTE**  
**237001**

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name)

**EXHIBIT 10B**

**RETURN TO AGENDA**



## TERMS AND CONDITIONS

- 1. Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the provision of any goods or services related to fire protection and/or alarm systems of any type previously or hereinafter provided ("Fire Protection Services"), except for monitoring services provided pursuant to a separate monitoring agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates. The effective date of this Agreement is the earlier of the date that this Agreement is signed by Customer or that Cintas provides Fire Protection Services to Customer ("Effective Date").
- 2. Subcontracting and Agency for Third-Party Contracting.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer further understands and acknowledges that to the extent Customer's Systems utilize proprietary or specialized elements or technologies, it may be necessary to contract with certain third parties who possess the necessary proprietary or specialized certifications, technologies, or equipment required to perform or complete the installation, repair, testing, inspection, or maintenance of these Systems requested by Customer ("Specialized Work"). Such third parties may include (but are not limited to) Johnson Controls or Siemens. Customer understands that the terms of such third-party agreements may include terms different from those included in this Agreement with Cintas, including (but not limited to) terms relating to defense, indemnification, limitation of liability, disclaimer of warranties, and insurance. Customer acknowledges and agrees that Cintas will not subcontract such Specialized Work but instead enter into such third-party agreements on the Customer's behalf. Customer irrevocably appoints Cintas as its agent for the limited purpose of entering into agreements on Customer's behalf (and not on behalf of Cintas) with such third parties for the performance of this Specialized Work on Customer's Systems and understands that Customer will thereby be bound by all terms contained in such third-party agreement. Customer irrevocably appoints Cintas as its agent to communicate with such third parties concerning all matters related to this Agreement. Customer further acknowledges and agrees that Cintas shall be a third-party beneficiary of such third-party agreement and that Cintas will enjoy the same benefit of the terms of such third-party agreement as the third party; provided, however, that if this Agreement between Customer and Company provides Company greater protection, Customer agrees that Company will be entitled to the greater protection provided by this Agreement. Finally, Customer understands and agrees that this limited agency does not render Cintas a fiduciary with respect to Customer, that Cintas offers no (and hereby expressly disclaims any) warranties or representations of any type with respect to such Specialized Work, and that Cintas is not otherwise responsible for the quality or performance of any such Specialized Work.
- 3. Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
- 4. Term: Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees to pay the current prices in effect at the time of service for any service(s) performed.
- 5. Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
- 6. Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

- 7. Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer authorized labor and parts necessary to perform such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
- 8. Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.
- 9. Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond/and or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular time frame for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
- 10. Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
- 11. Credit Checks, Payment Terms, Late Charges, Credit, and Progress Billing.** Customer authorizes Cintas to obtain credit information to determine payment terms for this agreement. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
- 12. Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
- 13. Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.
- 14. Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
- 15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (III) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**
- 16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND**

CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
18. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
19. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.
21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.
24. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

- 25. LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
- 26. Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
- 27. Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
- 28. Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
- 29. Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
- 30. Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
- 31. Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
- 32. Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
- 33. Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.
- 34. Entire Agreement Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 31 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer (or Customer's affiliate, management company, compliance contractor, property management vendor, or any other agent of Customer) subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement even if Cintas signs such document. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
- 35. Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.
- 36. Third Party Compliance and/or Property Management Vendors.** Customer represents and warrants that Customer is not affiliated with, and does not otherwise employ any Compliance and/or Property Management Vendors that help Customer process payments and perform other administrative or compliance related tasks (an "Agent"). In the event that Customer does in fact employ such an Agent, or after the date of this Agreement begins employing such an Agent, Customer further agrees and acknowledges that Cintas will not be required to sign any contract of such Agent ("Contract") before receiving payment for work performed hereunder or for any other purpose. Notwithstanding the foregoing, in the event that Cintas is asked or required to sign the Agent's Contract in order to receive payment from Customer or for some other purpose, Customer agrees and acknowledges Cintas' execution of such Contract will be solely for the purpose of Cintas receiving payment already owed or to be owed under this Agreement or for Customer's administrative convenience and therefore Customer agrees that, even if Cintas signs such Contract, the terms and conditions of such Contract will be completely null and void and will be fully superseded by this Agreement and this Agreement will continue to exclusively control. Cintas reserves the right to send a letter ("Letter") to Customer reminding Customer that: (i) this Agreement exclusively controls the relationship between Customer and Cintas and (ii) the Contract, even if signed by Cintas, is null and void. Customer agrees and acknowledges that whether or not Cintas sends a Letter to Customer or signs such Contract, the terms of this Agreement will fully supersede any such Contract and such Contract will be null and void.

Quoted for Cintas Fire Protection By:		Accepted for Customer / Purchaser By:	
Maya Geissinger: 228-219-0387, geissingerm@cintas.com		Wayne Letson	
Signature:	Date:	Signature:	Date:
<i>Maya Geissinger</i>	06/26/26		

**EXHIBIT 10C**

**RETURN TO AGENDA**

LIFE SAFETY SYSTEMS TESTING & INSPECTION  
SERVICE AGREEMENT DATE: **6/29/2026**

This agreement made by and between Pye Barker Fire & Safety, hereinafter called COMPANY and **Haven Management Solutions c/o K Bar Ranch II 10820 Mist Flower Lane, Tampa 33647** hereinafter called CUSTOMER on **6/29/2026**. In consideration for the total sum initialed below, Pye Barker Fire & Safety agrees to perform Tests and Inspections of the Life Safety System(s) (Listed below) at the premises of: **K Bar Ranch II 10820 Mist Flower Lane, Tampa 33647**

This agreement shall be effective for a period of **One (1) year** from the date signed, unless terminated by mutual consent or by thirty (30) days written notice by either party. The agreement will automatically renew thereafter unless otherwise specified in writing. Inspection fees are due in full before services begin and are payable annually thereafter. In the event of early termination by the customer, all remaining inspection fees for the current contract term must be paid in full before cancellation is finalized. This contractual agreement is transferable to any new owner for the duration of the contract, provided the new owner agrees to the services and terms outlined in this agreement.

Pye Barker Fire & Safety shall provide Services as indicated below and in accordance with the attached Service Agreement Terms & Conditions, work scope documents and special provisions which form a part of this agreement. For detailed scope, reference below scope sheets.

<input checked="" type="checkbox"/>	FIRE SPRINKLER SYSTEM – NFPA 25
<input type="checkbox"/>	FIRE ALARM SYSTEM – NFPA 72
<input checked="" type="checkbox"/>	EXTINGUISHERS – NFPA 10

<input type="checkbox"/>	EMERGENCY LIGHTING – LIFE SAFETY CODE 101
<input type="checkbox"/>	FIRE SUPPRESSION SYSTEMS (KITCHEN HOOD)
<input type="checkbox"/>	SUPPRESSION SYSTEMS (GAS)

PRICE: The following annual price (below) includes all purposed scope to perform the work as specified within this agreement, on the next pages you will find a breakdown of the amounts to be billed at the time of inspection along with the month each inspection is due.

**FOUR HUNDRED Dollars – \$400**

**IMPORTANT NOTICE TO CUSTOMER:**

This agreement is for testing and inspection services only. If the CUSTOMER wants the COMPANY to make any repairs, alterations, or replacements as a result of this inspection, the COMPANY will do so for additional compensation to be agreed upon in writing by the parties.

If any new equipment has been installed, in addition to the existing, at the date of this contract, the annual inspection services shall be added in accordance with the prevailing rates effective as of the first inspection of such additional equipment.

It is the CUSTOMER'S responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability associated there with. The CUSTOMER is also responsible for assisting to provide unencumbered access to individual units for fire alarm audible and sprinkler visual inspections.

A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing Pye Barker Fire & Safety prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the CUSTOMER shall be lesser of: The actual cumulative billing based on the aforementioned prevailing prices.

B. Unless otherwise agreed in writing between the parties, the CUSTOMER shall pay Pye Barker Fire & Safety before work is commenced for the direct services being scheduled.

- \* If Pye Barker Fire & Safety is subsequently requested by the CUSTOMER to perform additional work beyond the work set out in the above scope of work, the CUSTOMER shall pay Pye Barker Fire & Safety before establishment of additional services.
- \* If Pye Barker Fire & Safety is subsequently requested by the CUSTOMER to perform additional work beyond the work set out in the above scope of work while on site, the CUSTOMER shall pay Pye Barker Fire & Safety within 30 days from the date of the invoice or the date of completion of the work, whichever is earlier.
- \* The Customer agrees to pay all applicable taxes, permits, filing fees, and any additional charges related to the performance of services, including but not limited to fuel surcharges, administrative fees, inspection and reporting fees, compliance fees, and delivery or processing charges. Such charges may be applied as separate line items or incorporated into the overall service pricing. Where the Agreement is not executed, payment shall constitute acceptance of these terms and conditions.

C. This agreement consists of the terms and conditions on the reverse side hereof or attached hereto, and is the complete agreement between the parties. CUSTOMER acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

D. Upon completion of one year term, a 5% annual increase will be applied to account for inflation from the contract's start date. This increase will continue annually thereafter.

\_\_\_\_\_

CUSTOMER – Signature / Owner's Rep

\_\_\_\_\_

Print Name, Title, and Date

*Myrna Concepcion*

Pye Brker Fire & Safety - Signature

Myrna Concepcion, Account Manager 628/2026

Print Name, Title, and Date

---

**FIRE SPRINKLER SYSTEM – NFPA 25**

*\*The above option should be initialed to meet NFPA 25 compliance per scope sheet and agreement.*

Systems: [1] Hydrants

**(1) ANNUAL HYDRANTS TEST & INSPECTIONS**

\*Annual Hyd Test Due: July

*\*Excludes environment damages to yard/sod/bushes at time of hydrant inspection. NFPA 25 requires full flow.*

*\*Price includes Service Trip Charge.*

---

**EXTINGUISHERS – NFPA 10**

Equipment Qty: [5] Total Extinguishers

**ANNUAL EXTINGUISHER INSPECTIONS**

\*Annual Inspection Due: July

*\*Price includes Annual Inspection of fire extinguishers*

*\*Price includes Tamper Seal & Certification Tag*

*\*Price excludes 6yr maintenance, hydrostatic testing recharges & repairs.*

*\*Price includes Service Trip Charge.*

*\* A Temporary Fuel Charge of \$14.95 may be applied.*

---

INITIALS:

*Pye Barker Fire & Safety reserves the right to withdraw this proposal for any reason if not accepted within 90 days of the date first written.*



"Pye-Barker's services described herein are subject to the Pye-Barker General Terms and Conditions available at <https://pyebarkerfs.com/generalterms> ("General T&Cs"). The applicable version of such terms shall be the version in effect as of the date this document was fully executed. Such terms shall not be modified except by a written agreement signed by both parties. By signing or receiving services described in this document, you acknowledge that you have reviewed such terms and conditions and that they will be incorporated by reference. This order document, including the General T&Cs, contains the complete and final agreement between the parties regarding the subject matter herein. For the avoidance of doubt, any additional terms that you provide, including those contained in a purchase order, shall have no effect, unless expressly agreed to in writing by Pye-Barker. In the event of a conflict between the General T&Cs and the terms of this order document, the terms of this order document shall control. Upon your request, such terms may be attached to this order document."

### [PYE BARKER FIRE AND SAFETY TERMS AND CONIDITIONS](#)

#### PYE BARKER **FLORIDA** LOCATIONS

##### [Tampa, FL](#)

7910 Professional Pl  
Tampa, FL 33637

##### [Tampa, FL](#)

374 Hobbs St,  
Tampa, FL 33619

##### [St. Petersburg, FL](#)

1363 22nd St N, Ste A  
St. Petersburg, FL 33713

##### [Deerfield Beach, FL](#)

160 SW 12th Ave, Ste 105  
Deerfield Beach, FL 33442

##### [Ocala, FL](#)

953 NE Osceola Ave, Ste 100  
Ocala, FL 34470

##### [Orlando, FL](#)

4602 35th St, Ste 100  
Orlando, FL 32811

##### [Doral, FL](#)

2924 NW 109th Ave  
Doral, FL 33172

##### [Jacksonville, FL Fire Sprinkler Division](#)

8475 Western Wy, Ste 110  
Jacksonville, FL 32256

##### [Sarasota, FL](#)

1645 12th St  
Sarasota, FL 34236

##### [Fort Pierce, FL](#)

434 N 7th St  
Fort Pierce, FL 34950

##### [Jacksonville-Central, FL](#)

3038 Lenox Ave  
Jacksonville, FL 32254

##### [St. Petersburg, FL](#)

3247 Tech Dr  
St. Petersburg, FL 33716

##### [Ft. Lauderdale, FL](#)

4399 NW 124th Ave  
Coral Springs, FL 33065

##### [Jensen Beach, FL](#)

1240 SW Blue Water Wy  
Stuart, FL 34997

##### [Tallahassee, FL](#)

3365 Garber Dr  
Tallahassee, FL 32303

##### [Ft. Myers, FL](#)

16461-B Old US 41  
Ft. Myers, FL 33912

##### [Lake Placid, FL](#)

205 US Hwy 27 S  
Lake Placid, FL 33852

##### [Tampa, FL](#)

10236 Fisher Ave  
Tampa, FL 33619

##### [Hialeah, FL](#)

1115 SE 9th Ct  
Hialeah, FL 33010

##### [Lake Wales, FL](#)

401 N Scenic Hwy  
Lake Wales, FL 33853

##### [Naples, FL](#)

28741 S Diesel Dr  
Bonita Springs, FL 34135

##### [Hudson, FL](#)

18820 Sakera Rd  
Hudson, FL 34667

##### [Miami, FL](#)

2669 NW 33rd St  
Miami, FL 33142

##### [Jacksonville, FL](#)

9700 Philips Hwy, Ste 108  
Jacksonville, FL 32256

##### [Winter Haven, FL](#)

5860 FL-544  
Winter Haven, FL 33881

##### [Miami, FL](#)

7963 N.W. 14th St.  
Miami, FL 33126

##### [Brooksville, FL](#)

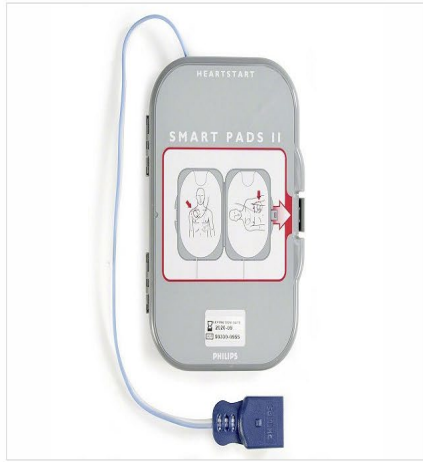
1109 Ponce De Leon Blvd  
Brooksville, FL 34601

##### [Vero Beach, FL](#)

4320 US Hwy 1  
Vero Beach, FL 32967

**EXHIBIT 11**

**RETURN TO AGENDA**



Front




### Philips FRx SMART Pads II Defibrillation Electrode Pads - 989803139261

**\$69.00**

★★★★★ (13) [Write a Review](#)

#### Add Ons

- |   |  |
|---|--|
| <br><b>Spare AED Battery</b><br>\$205.00 | <br><b>Infant/Child Key</b><br>\$121.00 |
|---|--|

Qty

1

[Add to Cart](#)

[Add To Wish List](#)

[Hi, Need any help?](#)

**EXHIBIT 12A**

**RETURN TO AGENDA**

**Emergency  
Parking**

**Overnight  
Permitted**

**KBAR Ranch II  
CDD**

 View Proof

 Change Options

 Edit Design

 Copy Design

 Delete



### Parking Signs

18" x 12"  
Aluminum (.040)  
Single Sided  
Protective Glossy Coating  
Standard Parking Sign Holes

Item Price

\$17.88

Quantity

- 2 +

Total: \$35.76

You Saved: \$35.02

## Cart Summary

Original Total \$70.78

Promo  **You Saved (\$35.02)**

Sub-Total \$35.76

**Cart Total \$35.76**

[Continue](#) 

 Your Purchase is 100% Secure



100% Satisfaction Guaranteed



**EXHIBIT 12B**

**RETURN TO AGENDA**



Click to see full view



# 6FT U Channel Sign Post, 1 Pack Heavy Duty Steel Sign Posts with Pre-Drilled Holes & Hardware, Rust Resistant, Easy Installation for Garden, Driveway, Farm, Traffic, Street, Green

Brand: ExploreHorizon

5.0 ★★★★★ (1)

\$29<sup>99</sup>

Get **Fast, Free Shipping** with Amazon Prime

FREE Returns ▾

Color: **1 Pack**



See 1 options with no featured offers

\$29.99

Size: **6 Feet**

- 6 Feet
- 8 Feet

**Brand** ExploreHorizon

**Size** 6 Feet



Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows.

[Join Prime](#)

\$29<sup>99</sup>

Get **Fast, Free Shipping** with Amazon Prime

FREE delivery **Wednesday, July 15** on orders shipped by Amazon over \$35

Or fastest delivery **Monday, July 13**. Order within **11 hrs 19 mins**

📍 Delivering to Tampa 33647 - [Update location](#)

**Only 15 left in stock - order soon.**

Quantity: 1

EXHIBIT 13

**RETURN TO AGENDA**

# Illuminations Holiday Lighting

Proposal

8606 Herons Cove Pl  
 Tampa, FL 33647  
 Tim Gay

(813) 334-4827

**TO:**  
 K-Bar Ranch II CDD  
 255 Primera Blvd; Suite 160  
 Lake Mary, FL 32746

JOB DESCRIPTION
Permanent Track Lighting Enhancements for K-Bar Ranch II CDD

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Install Wi-Fi repeaters at 7 entrances:  Connect existing entrance signs to Wi-Fi from each entrance gate Wi-Fi.  All but 7 entrance signs were able to connect and have been added to Wi-Fi  Install 20 amp breakers at 4 entrances  Install Weather proof receptacle and cover at 4 entrances  Includes all other materials, junction boxes and wiring as needed.  <b>Entrances to include Wi-Fi repeaters and Electrical:</b> Sundrift, Sundrift 2, Gilded Woods, Winsome Manor  <b>Entrances to include Wi-Fi repeaters:</b> Redwood Point, Mossy Pine and Hawk Valley  Requires 50% Deposit	\$3,950.00
<b>TOTAL ESTIMATED JOB COST</b>	<b>\$3,950.00</b>

- \* Price includes Materials and Labor.
- \* Remaining balance of project due upon receipt of invoice after installation.
- \* Pricing includes initial Wi-Fi integration and controller connectivity. Ongoing network instability, internet outages, third-party router changes, password changes, or CDD network modifications are outside the scope of this proposal.

\_\_\_\_\_  
 Tim Gay  
 PREPARED BY

\_\_\_\_\_  
 6/15/2026  
 DATE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE FOR KBAR RANCH II

\_\_\_\_\_  
 DATE

EXHIBIT 14A

**RETURN TO AGENDA**



Click to see full view



Ask Alexa

- Can it hold legal sized files?
- Does it come with a lock?
- Sponsored Why choose BYNSOE file cabinets?
- Is the assembly difficult?
- Why you might like this
- Ask something else



### 4 Drawer Filing Cabinet with Lock Metal Lateral File Cabinet Office Home Steel Lateral File Cabinet for A4 Legal/Letter Size Wide Metal Cabinet Locked, Assembly Required (4 Drawer, Black)

Visit the BYNSOE Store  
4.2 ★★★★★ (346) | Search this page

Amazon's Choice

1 sustainability feature

\$189.99 Price history

Or \$47.99 /2 weeks (x4). Select from 2 plans

Save up to 10% on this product with business-only pricing. Switch to Business

Color: Black



Size: 4 Drawers

- 2 Drawers
- 3 Drawers
- 4 Drawers

Dimensions	52"H x 35"W x 16"D
Weight Capacity	77 lbs
Features	Powder Coated Finish, Ball Bearing Slides, Anti-Tilt Mechanism
Lock Type	Key Lock
Item Weight	140 lbs

#### About this item

- [HIGH CAPACITY]** This lateral file cabinet for home office has 4 drawers of large storage space, fully retractable ball bearing drawer slide rails for easy access to all folders, file drawers with adjustable hanging rods can hang A4 size, letter size or legal size hanging folders to let your files Well organiz
- [HIGH SECURITY]** This file cabinet can lock 4 drawers at the same time with one lock, and is equipped with 2 keys. With an anti-tilting mechanism, when 1 drawer is opened, the interlocking system prevents the other drawer from opening, thereby preventing tipping and protecting your safety.
- [HIGH QUALITY]** The Lateral file cabinet with all-steel structure is more sturdy. It is suitable for home or office use, providing more convenience for your office environment. The surface of the file cabinet has a smooth coating treatment, which can be waterproof and easier to clean

\$189.99 Price history

FREE delivery July 3 - 6. Details

Deliver to Mitch - Tampa 33647

In Stock

Quantity: 1

Add to cart

Buy Now

Shipper / Seller: Birst

Returns: 30-day refund/replacement

Payment: Secure transaction

See more

#### Add a protection plan:

- 2-Year Protection Plan for \$37.99
- 3-Year Protection Plan for \$46.99
- Complete Protect: One plan covers all eligible past and future purchases (Best Value) for \$16.99/month

Add to Auto Buy

Add to List

amazon business

Save up to 10% on this product with business-only pricing.

Switch to Business



EXHIBIT 14B

**RETURN TO AGENDA**



Click to see full view



Ask Alexa

- Does it come with a lock?
- Is it easy to assemble?
- Sponsored Why choose SISESOL file cabinets?
- Is the drawer slide noise-free?
- Why you might like this
- Ask something else



### 4 Drawer Lateral File Cabinet with Lock, Black Lateral Filing Cabinet, Horizontal Metal Filing Cabinets, Locked Wide Four Drawer File Cabinets for Office Home, Fit A4/F4/Letter/Legal File

Visit the SISESOL Store  
4.2 ★★★★★ (236) | Search this page

Amazon's Choice

1 sustainability feature

\$179<sup>99</sup>

Price history

Or \$45<sup>00</sup> / 2 weeks (x4). Select from 2 plans

Redeem Save 10% with brand promotion SYL2BN75WW60 Shop items

Save up to 11% on this product with business-only pricing. Switch to Business

Color: Black



Size: 65.5"H - 3 Drawer

- 2 Drawer
- 3 Drawer
- 3 Drawer - 28.4"W
- 4 Drawer
- 4 Drawer - 28.4"W
- 5 Drawer
- 65.5"H - 3 Drawer
- 71"H - 2 Drawer

Dimensions 40" L x 35.5" W x 52.4" H

Weight 110 lbs

Compartment 4

Weight Capacity 120 lbs

Features Anti-Tilt Mechanism, Full-Extension Slides, Adjustable Hanging Rods

#### About this item

\$179<sup>99</sup>

\$30 delivery June 22 - 24. [Details](#)

Arrives after Father's Day. Need a gift sooner? Send an Amazon Gift Card today by email or text message.

Deliver to Mitch - Tampa 33647

In Stock

Quantity: 1

Add to cart

Buy Now

Shipper / Seller SISESOL

Returns 30-day refund/replacement

Payment Secure transaction

See more

#### Add a protection plan:

- 2-Year Protection Plan for \$37.99
- 3-Year Protection Plan for \$46.99

Complete Protect: One plan covers all eligible past and future purchases (Best Value) for \$16.99/month

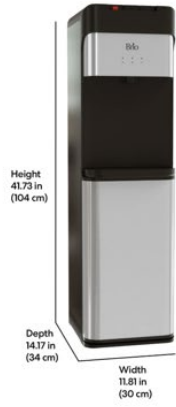
Add to Auto Buy

Add to List

EXHIBIT 15A

**RETURN TO AGENDA**

Home / Bottom Load



Certified & Trusted



## Bottom Load Water Cooler Dispenser - 430 Series

★★★★★ 4.7 (155) Write a review

**\$239.99** SAVE \$60

~~\$299.99~~

SKU : CLBL430SC

Free shipping on all orders

- 1 +

ADD TO CART

EXHIBIT 15B

**RETURN TO AGENDA**

## ELKAY Drinking Fountain with Bottle Filler: On-Wall, Non-Refrigerated, Vinyl Clad Steel, Gray

Item 34K039 Mfr. Model LZSDWSVRLK



Tap image to zoom.

[Feedback](#)

Compare

Sale Price <sup>?</sup>

**\$1,445.66** / each

Offer Ends 07/30/2026 [Details](#)

~~Web Price \$2,040.94~~

This item requires special shipping, additional charges may apply.

Qty

1

[Add to Cart](#)

Ship

Pickup

Expected to arrive **Mon. Jul 13.**

Ship to 33601 | [Change](#)

Shipping Weight **58 lbs**

[Ship Availability Terms](#)

EXHIBIT 15C

**RETURN TO AGENDA**



## Bay 2 Bay Plumbing & Drains LLC

10820 Mistflower Ln

Tampa, FL 33647

☎ (813) 924-1182

✉ manager@kbarii.com

ESTIMATE	#5115
SERVICE DATE	Jun 1, 2026
TOTAL	\$0.00

### CONTACT US

5222 18th St

Zephyrhills, FL 33542

☎ (813) 701-4224

✉ josh@bay2bayplumbing.com

## ESTIMATE

### Option #1

Services	qty	unit price	amount
Drinking fountain	1.0	\$0.00	\$0.00
Bay2bay will install fountain that is chosen by the ranch we will run drain through cabinet and we will run water through cabinets not responsible for damage down to cabinets we will then mountain the fountain in the wall per instructions and then test for leak 3757.00 Plus parts 20% mark up			

Services subtotal: \$0.00

**Total**

**\$0.00**

EXHIBIT 15D

**RETURN TO AGENDA**



ESTIMATE	#8023
ESTIMATE DATE	Jun 11, 2026
EXPIRATION DATE	Jul 9, 2026

K-Bar Ranch II  
10820 Mistflower Ln  
Tampa, FL 33647

(813) 924-1182  
manager@kbarll.com

CONTACT US

3723 E Hillsborough Ave  
Tampa, FL 33610

(813) 239-3636  
grable.plumbing@gmail.com

ESTIMATE

**refrigerated water fountains**

Service completed by: David Scott

Services	qty	unit price	amount
Install new line for water fountain install Customer would like to install new water fountain on exterior of building. Can pull cold water from kitchen on opposite wall of where water fountain is gonna go. Should be able to bring water through cabinet behind out of order icemaker and then out of wall.	1.0	\$0.00	\$0.00
Running new waterlines and drain line to location of new water fountain that they would like installed	1.0	\$4,307.65	\$4,307.65
SERVICE FEE	1.0	\$69.00	\$69.00
Subtotal			\$4,376.65

**Total \$4,376.65**

**non-refrigerated water fountain**

Service completed by: David Scott

Services	qty	unit price	amount
Install new line for water fountain install Customer would like to install new water fountain on exterior of building. Can pull cold water from kitchen on opposite wall of where water fountain is gonna go. Should be able to bring water through cabinet behind out of order icemaker and then out of wall.	1.0	\$0.00	\$0.00
Running new waterlines and drain line to location of new water fountain that they would like installed	1.0	\$4,136.65	\$4,136.65
Subtotal			\$4,136.65

**Total \$4,136.65**

**customer supplied water fountain**

Service completed by: David Scott

Services	qty	unit price	amount
Install new line for water fountain install Customer would like to install new water fountain on exterior of building. Can pull cold water from kitchen on opposite wall of where water fountain is gonna go. Should be able to bring water through cabinet behind out of order icemaker and then out of wall. Will have to open up wall in kitchen and redo stub out so we can connect water fountain, drain line to rest of system	1.0	\$0.00	\$0.00

---

Running new waterlines and drain line to location of new water fountain that they would like installed	1.0	\$2,830.75	\$2,830.75
		Subtotal	\$2,830.75
		<b>Total</b>	<b>\$2,830.75</b>

---

Estimates guaranteed for 30 days. Installation labor guaranteed for (1) year. Material covered by manufacturer's stated warranty. Conditions may apply.

EXHIBIT 16A

**RETURN TO AGENDA**

**CHECKOUT**

[Home](#) > [Park Benches](#) > [Recycled Plastic Benches](#) > Georgetown Benches

✓ You added Georgetown Benches to your shopping cart.

**New Lower Pricing**



**Georgetown Benches**

SKU: GTB600-CD  
Treetop SKU: 2ZK2046-CD  
Kirby SKU: ABC1190-CD

See Details ▾

Qty: 15  
Price: \$699.00

**New Lower Pricing**  
Take advantage of updated pricing today.

**VIEW AND EDIT**



**4.9** | 113 Reviews

Highly rated by customers for: [Customer Service](#), [Aesthetic Appeal](#), [Product Quality](#)

Save 16% (859) **\$719.00** Quantity discounts available

SKU: GTB600-CD Treetop SKU: 2ZK2046-CD  
Kirby SKU: ABC1190-CD

Quantity Discounts

EXHIBIT 16B

**RETURN TO AGENDA**



**Global Industrial™ 6' Outdoor Steel Bench w/  
Backrest, Expanded Metal, Green**

Model #: WB277154GN

15

**\$5,385.00**  
(\$359.00/unit)

~~WAS \$519.00~~

[Add to list](#) | [Save for later](#) | [Remove](#)

**Protect this item with extended service plan for** [Learn More](#)

\$57.95 Includes Extended Protection Plan 2 Yr with Accidental Coverage - Starts Day of Purchase [Add plan](#)

\$89.95 Includes Extended Protection Plan 3 Yr with Accidental Coverage - Starts Day of Purchase - Repair [Add plan](#)

Item Total	\$7,785.00
Promotional Discount	-\$2,400.00
<b>Subtotal</b>	<b>\$5,385.00</b>

**Calculate Shipping** ⓘ

Zipcode

Enter zipcode

**Total** **\$5,385.00**

Taxes are calculated during checkout.

EXHIBIT 16C

**RETURN TO AGENDA**

Model #	Description	Qty	Price	Total	Remove
H-6570C	Laguna Bench - 6', Cedar	15	\$615.00/EA	\$9,225.00	×
H-6681	Mounting Hardware for Recycled Picnic Tables and Laguna Benches	15	\$28.00/PK	\$420.00	×
				<b>SUBTOTAL = \$9,645.00</b>	

## Laguna Bench - 6', Cedar



Maximum comfort for bistros, boardwalks and beaches with contoured seat and backrest.

- 100% recycled UV-protected plastic with concealed hardware.
- Withstands daily exposure to sun and salt water. Won't rot, splinter or crack.
- Center legs prevent sagging.
- [Mounting Hardware](#) sold separately.

EXHIBIT 16D

**RETURN TO AGENDA**

**Site Masters of Florida, LLC**  
5551 Bloomfield Blvd.  
Lakeland, FL 33810  
Phone: (813) 917-9567  
Email: tim.sitemastersofflorida@yahoo.com

---

**PROPOSAL**

**K Bar Ranch II CDD**

**Concrete Bench Pads**

**7/7/2026**

---

**Construct 15 concrete slabs for new benches throughout the community.**

- dimensions will be 5' x 7' x 4" thick
- assumes all pads to be within 200' or nearest truck access
- assumes all pads will be in grass areas
- grass will be disposed offsite
- irrigation adjustments not included
- price based on one mobilization (all 15 at one time)

**15 pads @ \$1200 each**

**TOTAL      \$18,000**

EXHIBIT 16E

**RETURN TO AGENDA**

# ESTIMATE

**JML Services, LLC**  
1527 Gunsmith Drive  
Lutz, FL 33559

jlservices083@gmail.com  
+1 (954) 444-2972



**Bill to**

K Bar Ranch II CDD  
255 Primera Blvd St 160  
Lake Mary, FL 32746

**Estimate details**

Estimate no.: 1157  
Estimate date: 07/07/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Sales</b>	Install 15 7x5x2 concrete slabs for bench to be placed on wire mesh with concrete aprox 525 sqft is going to be installed			\$4,352.90
					<b>Total</b>	<b>\$4,352.90</b>

Accepted date

Accepted by

EXHIBIT 17A

**RETURN TO AGENDA**



6/23/2026

WAYNE LETSON  
K-BAR RANCH II  
10820 Mistflower Ln  
Tampa, FL 33647  
Quote: A913626768

K-BAR RANCH II:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 813-265-0292. It's that easy.

## Service Details

### SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 4 yard Containers	Base Rate:	\$112.50 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

## Estimated Monthly Amount \*

Small Container Base Rates	\$112.50
Total Fuel/ Environmental Recovery Fees**	\$64.38
Administrative Fee**	\$5.95
<b>Total Estimated Amount</b>	<b>\$182.83</b>

## One Time Charges

Delivery Charge Subtotal	\$363.17
Valued Customer Discount - Delivery	- \$288.17
Total Fuel/ Environmental Recovery Fees**	\$40.77
<b>Total One-Time Amount</b>	<b>\$115.77</b>

Hope Forrest  
Republic Services  
678-963-2818  
hforrest@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

**INVOICE TO**

CUSTOMER NAME K-BAR RANCH II  
 ATTN WAYNE LETSON  
 ADDRESS 10820 Mistflower Ln  
 CITY Tampa, FL  
 STATE  
 ZIP CODE 33647  
 TEL. NO. (813) 924-1182 FAX NO.

**SITE LOCATION**

SITE NAME K-BAR RANCH II  
 ADDRESS 10820 Mistflower Ln  
 CITY Tampa, FL  
 STATE  
 SUITE  
 ZIP CODE 33647  
 TEL. NO. (813)924-1182 FAX NO.  
 AUTHORIZED BY WAYNE LETSON TITLE  
 CONTACT WAYNE LETSON TITLE

Customer Service Agreement



AGREEMENT NUMBER A913626768

ACCOUNT NUMBER 696

EMAIL : [manager@kbarii.com](mailto:manager@kbarii.com)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	4.00Yd(s)	N	1	P	N	1/1/W				N	RF01	7/1/2026		\$112.50	\$175.00			Exchange \$200.00 Extra Yds \$50.00 Relocate \$150.00 Removal \$200.00 All others at prevailing rates	01/ 01

Republic Services of Florida, Limited Partnership DBA Republic Services of Tampa

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY : \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:  
 Valued Customer Discount - Delivery for 1 container FL 4.00 yard - \$288.17  
**Delivery Notes:**  
 Safety: No Safety Concerns  
 FL WASTE CONTAINER 4 YD - place on site

See reverse for Terms and Conditions

**Service Notes:**

FL WASTE CONTAINER 4 YD - Charge for collection of Solid Waste is \$73.12 Charge for Disposal of solid waste is \$39.38

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

## TERMS AND CONDITIONS

**1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments (“Service Details”), and these Terms and Conditions (together, the “Agreement”). If Customer’s Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

**2. RESPONSIBLE PARTY.** “Company” is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

**3. TERM (SCHEDULED AND ON-CALL SERVICES).** THE TERM OF THIS AGREEMENT SHALL BE FOR 36 MONTHS FROM THE EFFECTIVE DATE OF SERVICE. AT THE END OF THE INITIAL TERM, THE CONTRACT MAY BE RENEWED OR EXTENDED ONE TIME FOR A MAXIMUM DURATION OF ONE YEAR, IF THE FRANCHISE COLLECTOR AND THE COMMERCIAL CUSTOMER PROVIDE THEIR WRITTEN CONSENT TO THE EXTENSION. UPON THE EXPIRATION OF THE INITIAL OR RENEWAL TERM (IF ANY), THE CONTRACT SHALL BE EXTENDED AUTOMATICALLY ON A MONTH-TO-MONTH BASIS UNTIL THE COMMERCIAL CUSTOMER NOTIFIES THE FRANCHISE COLLECTOR THAT THE COMMERCIAL CUSTOMER WISHES TO TERMINATE THE CONTRACT. THE MONTH-TO-MONTH CONTRACT MAY BE CANCELLED BY THE COMMERCIAL CUSTOMER AT ANY TIME, WITHOUT PENALTY, AFTER THE COMMERCIAL CUSTOMER PROVIDES THIRTY (30) DAYS’ NOTICE TO THE FRANCHISE COLLECTOR.

**4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

**5. DEFINITIONS.** “Waste” means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. “Non-Conforming Waste” means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). “Recyclables” means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

**6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details (“Services”), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations (“Applicable Law”). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor’s reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services (“Charges”) within 20 days after the date of Company’s invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company’s discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees (“ADMIN”), fuel recovery fees (“FRF”) environmental recovery fees (“ERF”) and a recycling processing charge (“RPC”) in the amounts shown on each of Company’s invoices, which fees Company may change from time to time by showing the amount on Customer’s invoice (additional information regarding these fees is available on Company’s website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer’s account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer’s creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months’ Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer’s invoice where applicable.

**8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months’ average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are “Required Adjustments”). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer’s consent (“Agreed Adjustments”), which consent may be evidenced verbally, in writing, or by the parties’ actions and practices. Unless specified otherwise in Company’s notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

**9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties’ actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

**10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company’s property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer’s employees without Company’s prior written consent. If a Company container is moved from Customer’s Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer’s failure to provide access. Company shall not be responsible for any damages to Customer’s pavement, curbing, or other driving surfaces resulting from Company providing service at Customer’s Site.

**11. COMPANY INDEMNIFICATION.** COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”) TO THE EXTENT ARISING FROM COMPANY’S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

**12. CUSTOMER INDEMNIFICATION.** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER’S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER’S USE, OPERATION, OR POSSESSION OF COMPANY’S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

**13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company’s invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company’s breach (or if Company terminates this Agreement due to Customer’s non-payment), Customer shall pay Company an amount equal to the average Charges from Customer’s last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement (“Offer”) and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer’s agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to: contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute “Excluded Claims” and are not subject to mandatory binding arbitration: (i) either party’s claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company’s claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer’s consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company’s standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer’s invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer’s invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer’s Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company’s prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction, or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories, and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment’s operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER’S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company’s instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer’s sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company’s title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer’s Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled.

Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:



6/23/2026

WAYNE LETSON  
K-BAR RANCH II  
10820 Mistflower Ln  
Tampa, FL 33647  
Quote: A913626754

K-BAR RANCH II:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 813-265-0292. It's that easy.

## Service Details

### SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 6 yard Containers	Base Rate:	\$143.50 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

## Estimated Monthly Amount \*

Small Container Base Rates	\$143.50
Total Fuel/ Environmental Recovery Fees**	\$81.23
Administrative Fee**	\$5.95
<b>Total Estimated Amount</b>	<b>\$230.68</b>

## One Time Charges

Delivery Charge Subtotal	\$363.17
Valued Customer Discount - Delivery	- \$288.17
Total Fuel/ Environmental Recovery Fees**	\$40.77
<b>Total One-Time Amount</b>	<b>\$115.77</b>

Hope Forrest  
Republic Services  
678-963-2818  
hforrest@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)


\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	K-BAR RANCH II
ATTN	WAYNE LETSON
ADDRESS	10820 Mistflower Ln
CITY	Tampa, FL
STATE	
ZIP CODE	33647
TEL. NO.	(813) 924-1182
FAX NO.	

SITE LOCATION	
SITE NAME	K-BAR RANCH II
ADDRESS	10820 Mistflower Ln
CITY	Tampa, FL
STATE	
SUITE	
ZIP CODE	33647
TEL. NO.	(813)924-1182
FAX NO.	
AUTHORIZED BY	WAYNE LETSON
TITLE	
CONTACT	WAYNE LETSON
TITLE	

Customer Service Agreement



AGREEMENT NUMBER	A913626754
ACCOUNT NUMBER	696

EMAIL : [manager@kbarii.com](mailto:manager@kbarii.com)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	6.00Yd(s)	N	1	P	N	1/1/W				N	RF01	7/1/2026		\$143.50	\$175.00			Exchange \$200.00 Extra Yds \$50.00 Relocate \$150.00 Removal \$200.00 All others at prevailing rates	01/ 01

Republic Services of Florida, Limited Partnership DBA Republic Services of Tampa  
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

BY : \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:  
Valued Customer Discount - Delivery for 1 container FL 6.00 yard - \$288.17  
**Delivery Notes:**  
Safety: No Safety Concerns  
  
FL WASTE CONTAINER 6 YD - place on site

See reverse for Terms and Conditions

**Service Notes:**

FL WASTE CONTAINER 6 YD - Charge for collection of Solid Waste is \$93.28 Charge for Disposal of solid waste is \$50.22

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

## TERMS AND CONDITIONS

**1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments (“Service Details”), and these Terms and Conditions (together, the “Agreement”). If Customer’s Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

**2. RESPONSIBLE PARTY.** “Company” is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

**3. TERM (SCHEDULED AND ON-CALL SERVICES).** THE TERM OF THIS AGREEMENT SHALL BE FOR 36 MONTHS FROM THE EFFECTIVE DATE OF SERVICE. AT THE END OF THE INITIAL TERM, THE CONTRACT MAY BE RENEWED OR EXTENDED ONE TIME FOR A MAXIMUM DURATION OF ONE YEAR, IF THE FRANCHISE COLLECTOR AND THE COMMERCIAL CUSTOMER PROVIDE THEIR WRITTEN CONSENT TO THE EXTENSION. UPON THE EXPIRATION OF THE INITIAL OR RENEWAL TERM (IF ANY), THE CONTRACT SHALL BE EXTENDED AUTOMATICALLY ON A MONTH-TO-MONTH BASIS UNTIL THE COMMERCIAL CUSTOMER NOTIFIES THE FRANCHISE COLLECTOR THAT THE COMMERCIAL CUSTOMER WISHES TO TERMINATE THE CONTRACT. THE MONTH-TO-MONTH CONTRACT MAY BE CANCELLED BY THE COMMERCIAL CUSTOMER AT ANY TIME, WITHOUT PENALTY, AFTER THE COMMERCIAL CUSTOMER PROVIDES THIRTY (30) DAYS’ NOTICE TO THE FRANCHISE COLLECTOR.

**4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

**5. DEFINITIONS.** “Waste” means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. “Non-Conforming Waste” means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). “Recyclables” means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

**6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details (“Services”), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations (“Applicable Law”). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor’s reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services (“Charges”) within 20 days after the date of Company’s invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company’s discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees (“ADMIN”), fuel recovery fees (“FRF”) environmental recovery fees (“ERF”) and a recycling processing charge (“RPC”) in the amounts shown on each of Company’s invoices, which fees Company may change from time to time by showing the amount on Customer’s invoice (additional information regarding these fees is available on Company’s website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer’s account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer’s creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months’ Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer’s invoice where applicable.

**8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months’ average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are “Required Adjustments”). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer’s consent (“Agreed Adjustments”), which consent may be evidenced verbally, in writing, or by the parties’ actions and practices. Unless specified otherwise in Company’s notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

**9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties’ actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

**10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company’s property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer’s employees without Company’s prior written consent. If a Company container is moved from Customer’s Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer’s failure to provide access. Company shall not be responsible for any damages to Customer’s pavement, curbing, or other driving surfaces resulting from Company providing service at Customer’s Site.

**11. COMPANY INDEMNIFICATION.** COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”) TO THE EXTENT ARISING FROM COMPANY’S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

**12. CUSTOMER INDEMNIFICATION.** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER’S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER’S USE, OPERATION, OR POSSESSION OF COMPANY’S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

**13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company’s invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company’s breach (or if Company terminates this Agreement due to Customer’s non-payment), Customer shall pay Company an amount equal to the average Charges from Customer’s last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement (“Offer”) and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer’s agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to: contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute “Excluded Claims” and are not subject to mandatory binding arbitration: (i) either party’s claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company’s claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer’s consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company’s standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer’s invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer’s invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer’s Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company’s prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction, or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories, and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment’s operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER’S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company’s instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer’s sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company’s title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer’s Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled.

Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:



6/23/2026

WAYNE LETSON  
K-BAR RANCH II  
10820 Mistflower Ln  
Tampa, FL 33647  
Quote: A913626782

K-BAR RANCH II:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 813-265-0292. It's that easy.

## Service Details

### SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$174.00 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

## Estimated Monthly Amount \*

Small Container Base Rates	\$174.00
Total Fuel/ Environmental Recovery Fees**	\$97.81
Administrative Fee**	\$5.95
<b>Total Estimated Amount</b>	<b>\$277.76</b>

## One Time Charges

Delivery Charge Subtotal	\$363.17
Valued Customer Discount - Delivery	- \$288.17
Total Fuel/ Environmental Recovery Fees**	\$40.77
<b>Total One-Time Amount</b>	<b>\$115.77</b>

Hope Forrest  
Republic Services  
678-963-2818  
hforrest@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

**INVOICE TO**

CUSTOMER NAME K-BAR RANCH II  
 ATTN WAYNE LETSON  
 ADDRESS 10820 Mistflower Ln  
 CITY Tampa, FL  
 STATE  
 ZIP CODE 33647  
 TEL. NO. (813) 924-1182 FAX NO.

**SITE LOCATION**

SITE NAME K-BAR RANCH II  
 ADDRESS 10820 Mistflower Ln  
 CITY Tampa, FL  
 STATE  
 SUITE  
 ZIP CODE 33647  
 TEL. NO. (813)924-1182 FAX NO.  
 AUTHORIZED BY WAYNE LETSON TITLE  
 CONTACT WAYNE LETSON TITLE

Customer Service Agreement



AGREEMENT NUMBER A913626782

ACCOUNT NUMBER 696

EMAIL : [manager@kbarii.com](mailto:manager@kbarii.com)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	8.00Yd(s)	N	1	P	N	1/1/W				N	RF01	7/1/2026		\$174.00	\$175.00			Exchange \$200.00 Extra Yds \$50.00 Relocate \$150.00 Removal \$200.00 All others at prevailing rates	01/ 01

Republic Services of Florida, Limited Partnership DBA Republic Services of Tampa

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY : \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:  
 Valued Customer Discount - Delivery for 1 container FL 8.00 yard - \$288.17  
**Delivery Notes:**  
 Safety: No Safety Concerns  
 FL WASTE CONTAINER 8 YD - place on site

See reverse for Terms and Conditions

**Service Notes:**

FL WASTE CONTAINER 8 YD - Charge for collection of Solid Waste is \$113.10 Charge for Disposal of solid waste is \$60.90

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

## TERMS AND CONDITIONS

**1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments (“Service Details”), and these Terms and Conditions (together, the “Agreement”). If Customer’s Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

**2. RESPONSIBLE PARTY.** “Company” is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

**3. TERM (SCHEDULED AND ON-CALL SERVICES).** THE TERM OF THIS AGREEMENT SHALL BE FOR 36 MONTHS FROM THE EFFECTIVE DATE OF SERVICE. AT THE END OF THE INITIAL TERM, THE CONTRACT MAY BE RENEWED OR EXTENDED ONE TIME FOR A MAXIMUM DURATION OF ONE YEAR, IF THE FRANCHISE COLLECTOR AND THE COMMERCIAL CUSTOMER PROVIDE THEIR WRITTEN CONSENT TO THE EXTENSION. UPON THE EXPIRATION OF THE INITIAL OR RENEWAL TERM (IF ANY), THE CONTRACT SHALL BE EXTENDED AUTOMATICALLY ON A MONTH-TO-MONTH BASIS UNTIL THE COMMERCIAL CUSTOMER NOTIFIES THE FRANCHISE COLLECTOR THAT THE COMMERCIAL CUSTOMER WISHES TO TERMINATE THE CONTRACT. THE MONTH-TO-MONTH CONTRACT MAY BE CANCELLED BY THE COMMERCIAL CUSTOMER AT ANY TIME, WITHOUT PENALTY, AFTER THE COMMERCIAL CUSTOMER PROVIDES THIRTY (30) DAYS’ NOTICE TO THE FRANCHISE COLLECTOR.

**4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

**5. DEFINITIONS.** “Waste” means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. “Non-Conforming Waste” means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). “Recyclables” means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

**6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details (“Services”), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations (“Applicable Law”). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor’s reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services (“Charges”) within 20 days after the date of Company’s invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company’s discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees (“ADMIN”), fuel recovery fees (“FRF”) environmental recovery fees (“ERF”) and a recycling processing charge (“RPC”) in the amounts shown on each of Company’s invoices, which fees Company may change from time to time by showing the amount on Customer’s invoice (additional information regarding these fees is available on Company’s website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer’s account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer’s creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months’ Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer’s invoice where applicable.

**8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months’ average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are “Required Adjustments”). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer’s consent (“Agreed Adjustments”), which consent may be evidenced verbally, in writing, or by the parties’ actions and practices. Unless specified otherwise in Company’s notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

**9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties’ actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

**10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company’s property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer’s employees without Company’s prior written consent. If a Company container is moved from Customer’s Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer’s failure to provide access. Company shall not be responsible for any damages to Customer’s pavement, curbing, or other driving surfaces resulting from Company providing service at Customer’s Site.

**11. COMPANY INDEMNIFICATION.** COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”) TO THE EXTENT ARISING FROM COMPANY’S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

**12. CUSTOMER INDEMNIFICATION.** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER’S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER’S USE, OPERATION, OR POSSESSION OF COMPANY’S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

**13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company’s invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company’s breach (or if Company terminates this Agreement due to Customer’s non-payment), Customer shall pay Company an amount equal to the average Charges from Customer’s last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement (“Offer”) and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer’s agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to: contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute “Excluded Claims” and are not subject to mandatory binding arbitration: (i) either party’s claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company’s claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer’s consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company’s standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer’s invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer’s invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer’s Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company’s prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction, or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories, and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment’s operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER’S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company’s instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer’s sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company’s title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer’s Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled.

Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:

EXHIBIT 17B

**RETURN TO AGENDA**

**Sent:** Tuesday, June 23, 2026 12:10 PM

**To:** Clubhouse Manager <[manager@kbarii.com](mailto:manager@kbarii.com)>

**Subject:** RE: FCC Service Agreement- K-Bar Ranch II

Good afternoon Wayne,

Pricing is as follows:

8 yd 1x week is \$314.54

6 yd 1x week is \$256.37

4 yd 1x week is \$198.94

Please keep in mind what separates us from our competitors is we only charge a flat rate for everything. These are the total monthly prices. They will charge you environmental fees and variable fuel charges and raise your rate every 6 months. They might start with a lower base line, but quickly change your rate. Our rates are locked in for the first year and will only be adjusted in October of year two and three according to the prices the Hillsborough County dump sets. If you have any other questions, feel free to ask. I am happy to help.

Thank you,

Steve Ippolito  
**Senior Account Executive**

Office: (813) 407-2461

5619 E Columbus Dr., Tampa, FL 33619

[stephen.ippolito@fccenvironmental.com](mailto:stephen.ippolito@fccenvironmental.com)

[www.fccenvironmental.com](http://www.fccenvironmental.com)

EXHIBIT 18

**RETURN TO AGENDA**

2664 Cypress Ridge Blvd | Suite 103  
Wesley Chapel, FL. 33544  
<https://completeit.io>  
(813) 444-4355



**Customer Contact Information:**

K Bar Ranch 2 CDD  
3434 Colwell Avenue STE 200  
Tampa, FL, United States 33614

Estimate # 6231  
Estimate Date 05-20-26  
Sales Team Member

Total	<b>\$450.00</b>
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Item	Description	Unit Cost	Quantity	Line Total
(none)	Signage for Phone Number at Gate - residents can call the phone number to leave a message for clubhouse, or to notify of issue with the gates. Notification email will be sent to clubhouse management.	\$45.00	10.0	\$450.00

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**THIS IS ONLY AN ESTIMATE**

Subtotal	\$450.00
Tax (if applicable)	\$0.00
<b>Estimate Total</b>	<b>\$450.00</b>

Due to ongoing tariff discussions, final pricing may be subject to change. For any questions, please contact us at [info@completeit.io](mailto:info@completeit.io).

**For Approval Sign Here:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Billing Contact:**

- **Name:** \_\_\_\_\_
- **Email :** \_\_\_\_\_

EXHIBIT 19

**RETURN TO AGENDA**

## CONTINUING SERVICES AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into as of the date signed by the last Party below (the “Effective Date”):

**K-Bar Ranch II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Haven Management Solutions, 255 Primera Blvd, Suite 160, Lake Mary, FL 32746 (the “**District**”), and

**Complete IT Corp**, a Florida corporation, with a mailing address of 2664 Cypress Ridge Blvd, Suite 103, Wesley Chapel, FL 33544 (“**Contractor**”).

### RECITALS

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

**WHEREAS**, the District has a need to retain an independent contractor to provide the electronic gate arm replacement, repair, and technology services within the boundaries of the District; and

**WHEREAS**, Contractor represents that it is licensed and qualified to provide the materials and perform the services as provided for herein and has agreed to provide the District with those materials and services; and

**WHEREAS**, Contractor represents that it has inspected the project site and has incorporate all site conditions into its proposal for services; and

**WHEREAS**, the District desires to enter into this Agreement to have Contractor provide the materials and perform the services as more particularly described herein.

**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 1. 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 2. Duties**

**A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the goods and/or services at the rates set forth in the attached **Exhibit A**, which is incorporated herein by this reference (the “**Services**”), upon issuance of a written addendum, addenda, change order, or notice to proceed authorizing the provision of the same.

**B.** Services shall commence within a reasonable amount of time upon the District's issuance of a written addendum, addenda, change order, or notice to proceed, which may be issued in one or more partial, limited notices to proceed. The Services subject to the notice(s) to proceed shall be completed within the number of days established in such notice, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 4 herein.

**C.** This Agreement grants to Contractor the right to enter the District 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. To the extent the Services to be performed require access to private property located adjacent to the District lands, the Contractor acknowledges and agrees the District does not have the right to provide access to such private property and that it is the District's responsibility to seek approval of access from affected property owner(s) prior to start of any Services affecting such private property.

**D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.

**E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. 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.

**F.** Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

**G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

**H.** Prior to commencement of the Work, Contractor must identify the landscaping that is anticipated to be disturbed as part of the Project. All other landscaping must be protected and replaced in the event of damage.

**I.** Prior to commencement of any phase of the Work, District must provide notice to residents of the start date of the Services and Work, the expected completion date of such

Services and Work, and contact information for any questions or concerns regarding the Services and Work.

**Section 3. Compensation, Payment, and Retainage.**

**A.** In exchange for completing the Services, the District agrees to pay the Contractor a total amount set forth in a written addendum, addenda, change order, or notice to proceed that conforms with the rates set forth in **Exhibit A** hereto, which sum shall be due upon completion and acceptance of the Services by the District. Acceptance by the District shall be provided by written certification by the District Engineer after final inspection and walkthrough, which may be attended by Contractor. If the Services are phased with multiple limited notices to proceed, payment of the remaining balance may be made in partial payments according to a payment schedule mutually agreed to by the Parties and set forth in each corresponding notice to proceed. This compensation includes all parts, permits, installation, materials, labor and all other costs necessary to complete the Services as described herein. Compensation under this Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in Sections 218.70, *Florida Statutes*.

**B.** When the District should desire work or services, the Contractor agrees to provide the work of services at the rates set forth in **Exhibit A** hereto and 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(s) 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, material men, 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.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which the Parties agree 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 with compensation provided as set forth therefore in the written addendum, addenda, change order, or notice to proceed.

**Section 4. Term and Termination.** This Agreement shall become effective on the Effective Date, remain in effect through September 30, 2026, and automatically renew each

District fiscal year thereafter for up to seven (7) additional one-year terms, unless terminated earlier in accordance with the terms of this Agreement. The District agrees that the Contractor may terminate this Agreement immediately for cause by providing written notice of termination to the District, provided, however, the District shall be provided a reasonable opportunity to cure any failure under the Agreement. The Contractor shall provide thirty (30) days' written notice of termination without cause. 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 offsets the District may have against the Contractor ("**Post-Termination Payment**"), and the District shall be entitled to the return of any amounts paid to Contractor prior to the effective termination of this Agreement to the extent such exceeds the Post-Termination Payment amount.

**Section 5. Warranty.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials used in the Services for purposes of this Agreement, the Services provided by the Contractor pursuant to this Agreement shall be warranted for workmanship for a period of one (1) year after final completion and acceptance by the District and the materials used in the Services for purposes of this Agreement shall be warranted for the term of the Manufacturer's Warranty. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Warranty does not include the loss of material due to "acts of God" such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, vandalism, or negligence by others, or other factors outside the control of the Contractor.

Contractor hereby covenants to the District that it shall perform the Services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor agrees that the warranties and covenants provided herein may be assigned to the District upon conveyance of the constructed improvements to the District.

Contractor may assign to District all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor may secure the material supplier's and/or subcontractor's consent to assign said warranties to District. Contractor hereby assigns to District the Manufacturer's Warranty.

**Section 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 One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:

**a)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractor's operation, if any.

**3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000.00) per accident or disease.

**4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) 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 and the District's officers, supervisors, agents, and employees 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 coverages, 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. Contractor's Certificate of Insurance shall be attached to this Agreement as **Exhibit B** upon execution.

**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 7. Indemnification.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, 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. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

**B.** Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties pursuant to this Section 7 is limited to \$1,000,000 regardless of legal basis of recovery or type of claimed damages.

**C.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and/or other expenses including but not limited to attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest all as actually incurred by the District.

**Section 8. 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 immediately upon the giving of notice of termination.

**Section 9. 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 10. 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 law, 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 11. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**Section 12. 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 13. 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 contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**Section 14. 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 15. Independent Contractor.** 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 16. 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 17. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

**Section 18. 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 District and Contractor.

**Section 19. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**Section 20. Notices.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

**A. If to District:** K-Bar Ranch II Community Development District  
c/o Haven Management Solutions  
255 Primera Blvd, Suite 160,  
Lake Mary, FL 32746  
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:** Complete IT Corp  
2664 Cypress Ridge Blvd, Suite 103  
Wesley Chapel, FL 33544

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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other 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 21. Enforcement of Agreement.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**Section 22. 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 Hillsborough County, Florida.

**Section 23. Public Records.** The 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 Patricia Thibault\_("**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 Haven Management Solutions, 255 Primera Blvd, Suite 160, Lake Mary, FL 32746, (813) 344-4844, (407) 574-3250, [PATRICIA@HAVENMGTSOL.COM](mailto:PATRICIA@HAVENMGTSOL.COM).**

**Section 24. 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 25. Counterparts; Electronic Signatures.** 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 26. Negotiation at Arm's Length.** 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**Section 27. Construction Defects.** PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**Section 28. Assignment.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**Section 29. Compliance with 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 448.09(1), *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.

**Section 30. Compliance with Section 20.055, Florida Statutes.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**Section 31. Statement Regarding Chapter 287 Requirements.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*;
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
- F. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**Section 32. Direct Purchased Materials.** District represents to Contractor that District is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. At its sole discretion, and if it determines that it is in its best interests to do so, District may elect to implement a direct purchase arrangement whereby District will directly acquire certain materials (the "**Direct Purchase Materials**") necessary for the completion of the Work directly from Contractor's suppliers to take advantage

of District's tax-exempt status. Such direct purchase arrangement shall be in accordance with the District's Procurement Procedures for District Purchased Material, which may be obtained upon request from the District's Public Records Custodian (hereinafter defined).

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

**Attest:**

**K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
 Chair       Vice Chair  
Board of Supervisors  
Date: \_\_\_\_\_

**Witness:**

**COMPLETE IT CORP**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Thomas Giella, Jr.

\_\_\_\_\_  
Print Name

CEO  
Date: \_\_\_\_\_

- Exhibit A**      Scope of Services
- Exhibit B**      Contractor's Certificate of Insurance

**Exhibit A  
Services**

<b>Item</b>	<b>Description</b>	<b>Unit Cost</b>
Notes	== Prices for most commonly replaced parts == - requested by management and cdd board	\$0.00
Viking Gear Box	Viking Gear Box	\$345.00
Viking Clutch handle	Viking Clutch handle	\$330.00
Viking Clutch Key	Viking Clutch Key	\$20.00
Viking Motor with Sprocket	Viking Motor with Sprocket	\$790.00
Viking Limit Plate	Viking Limit Plate	\$65.00
Viking Arm Kit	Viking Arm Kit	\$170.00
LED Strip For 12' Arm	Replacement LED Strip for Liftmaster arm. Wire Harness Sold Separately.	\$155.00
LED Wire Harness	Wire Harness	\$30.00
Gate Arm with double sided LED (For Liftmaster)	INCLUDES: 12' ARM, WIRING HARNESS, LED STIPS ON BOTH SIDES)	\$785.00
Viking VFLEX board	Viking VFLEX board for F1 swing gate	\$748.38
Tech Labor	Hourly Labor Service   Minimum 2-hours	\$165.00
12v battery	Replacement battery for operator	\$0.00
Nedap Tag Vehicle Sticker	Nedap 9947426 uPASS Long-Range Vehicle Identification UHF Windshield Tag. Sold in Packs of 25	\$10.00



EXHIBIT 20

**RETURN TO AGENDA**

# **K Bar Ranch II Community Development District**

**Summary Financial Statements  
(Unaudited)**

**June 30, 2026**

**K Bar Ranch II  
Balance Sheet  
June 30, 2026**

	<u>General Fund</u>	<u>Reserve Fund</u>	<u>Debt Srv 2017 Fund</u>	<u>Debt Srv 2021 Fund</u>	<u>Const. 2017 Fund</u>	<u>Const. 2021 Fund</u>	<u>Total</u>
<b>1 Assets:</b>							
2 Cash - Operating Account Bank United	88,239	-	6,507	3,288	-	-	98,034
3 Cash - Merchant Account Bank United	11,303	-	-	-	-	-	11,303
4 Cash - Operating Southstate	246,901	-	-	-	-	-	246,901
5 Cash - Money Market Southstate	1,553,689	425,446	-	-	-	-	1,979,135
6 Cash - Debit Card	965	-	-	-	-	-	965
7 Cash - Square Account Southstate	14,189	-	-	-	-	-	14,189
8 Investments:							
9 Revenue Trust Fund	-	-	167,522	91,901	-	-	259,423
10 Interest Fund	-	-	-	-	-	-	-
11 Debt Service Reserve Fund	-	-	334,078	168,700	-	-	502,778
12 Prepayment Fund	-	-	3,255	-	-	-	3,255
13 Construction	-	-	-	-	42,499	48,617	91,116
14 Accounts Receivable	800	-	-	-	-	-	800
15 On-Roll Assessments Receivable	-	-	-	-	-	-	-
16 Due from Other Funds	-	-	24,559	12,408	-	-	36,967
17 Deposits	9,085	-	-	-	-	-	9,085
18 Prepaid Items	1,167	-	-	-	-	-	1,167
<b>19 Total Assets</b>	<u>\$ 1,926,339</u>	<u>\$ 425,446</u>	<u>\$ 535,921</u>	<u>\$ 276,296</u>	<u>\$ 42,499</u>	<u>\$ 48,617</u>	<u>\$ 3,255,118</u>
<b>20 Liabilities:</b>							
21 Accounts Payable	168,053	-	-	-	-	-	168,053
22 Sales Tax Payable	(33)	-	-	-	-	-	(33)
23 Due to Other Funds	36,967	-	-	-	-	-	36,967
24 Deposits Payable	3,860	-	-	-	-	-	3,860
25 Deferred Revenue - On-Roll	-	-	-	-	-	-	-
<b>26 Fund Balance:</b>							
27 Non-Spendable:	8,150	-	-	-	-	-	8,150
28 Assigned - Reserved	-	300,112	-	-	-	-	300,112
29 Restricted	-	-	506,335	276,417	37,462	32,985	853,200
29 Unassigned	1,036,868	-	-	-	-	-	1,036,868
30 Net Change in Fund Balance	672,475	125,334	29,586	(121)	5,036	15,632	847,942
<b>31 Total Liabilities &amp; Fund Balance</b>	<u>\$ 1,926,339</u>	<u>\$ 425,446</u>	<u>\$ 535,921</u>	<u>\$ 276,296</u>	<u>\$ 42,499</u>	<u>\$ 48,617</u>	<u>\$ 3,255,118</u>

**K Bar Ranch II  
General Fund  
Statement of Revenue, Expenditures and Change in Fund Balance  
For the Period of October 1, 2025 through June 30, 2026**

	<b>FY2026 Ameded Budget</b>	<b>FY2026 Budget Year to Date</b>	<b>FY2026 Actual Year to Date</b>	<b>Variance Over/(Under) Budget</b>
<b>1 Revenues:</b>				
2 Special Assessments	\$ 2,004,580	\$ 2,004,580	\$ 2,026,549.14	\$ 21,969
3 Interest Income	-	-	40,586	40,586
4 Miscellaneous Revenue	-	-	15,342	15,342
5 Fund Balance Forward	495,233		-	(495,233)
<b>6 Total Revenues</b>	<b>2,499,813</b>	<b>2,004,580</b>	<b>2,082,478</b>	<b>77,898</b>
7				
				Variance (Over) / Under
<b>8 Expenditures:</b>				
<b>9 Financial &amp; Administrative</b>				
10 Supervisor Compensation	13,000	9,750	10,400	(650)
11 Administrative Services	5,213	3,910	3,005	905
12 District Management	23,321	17,491	19,648	(2,157)
13 District Engineer	17,000	17,000	32,384	(15,384)
14 Assessment Roll	5,624	5,187	6,484	(1,297)
15 Financial & Revenue Collections	5,624	4,218	3,890	328
16 Accounting Services	20,853	15,640	14,425	1,215
17 Auditing Services	5,000	4,900	4,900	-
18 Public Officials Liability Insurance	4,105	3,209	3,209	-
19 Bank Fees	1,100	1,100	1,287	(187)
20 Dues, Licenses & Fees	500	500	1,153	(653)
21 Legal Advertising	5,000	3,750	827	2,923
22 Website Fees & For Remediation	4,378	2,138	2,138	-
23 District Counsel	35,000	35,000	46,177	(11,177)
24 Litigation Mediation	75,000	75,000	140,281	(65,281)
25 <b>Total Financial &amp; Administrative</b>	<b>220,718</b>	<b>198,793</b>	<b>290,208</b>	<b>(91,416)</b>
26				
<b>27 Debt Administration</b>				
28 Dissemination Agent	6,000	4,500	3,601	899
29 Trustee Fees	10,040	10,040	10,034	6
30 Arbitrage Rebate Calculation	900	-	-	-
31 <b>Total Debt Administration</b>	<b>16,940</b>	<b>14,540</b>	<b>13,635</b>	<b>905</b>
32				
<b>33 Security Operations</b>				
34 Gate Maintenance & Repairs	60,000	45,000	21,578	23,422
35 Security Monitoring Services	51,734	38,801	37,022	1,779
36 <b>Total Security Operations</b>	<b>111,734</b>	<b>38,801</b>	<b>58,600</b>	<b>25,201</b>
37				
<b>38 Electric Utility Services</b>				
39 Utility Services	95,000	71,250	46,860	24,391
40 Utility - Recreation Facilities	40,000	30,000	20,226	9,774
41 Utility - Streetlights	175,000	131,250	156,075	(24,825)
42 <b>Total Electric Utility Services</b>	<b>310,000</b>	<b>232,500</b>	<b>223,161</b>	<b>9,339</b>
43				
<b>44 Garbage/Solid Waste Control Services</b>				
45 Garbage - Recreation Facilities	6,000	6,000	7,060	(1,060)
46 <b>Total Garbage/Solid Waste Control Services</b>	<b>6,000</b>	<b>6,000</b>	<b>7,060</b>	<b>(1,060)</b>

**K Bar Ranch II**  
**General Fund**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through June 30, 2026**

	<b>FY2026 Ameded Budget</b>	<b>FY2026 Budget Year to Date</b>	<b>FY2026 Actual Year to Date</b>	<b>Variance Over/(Under) Budget</b>
47				
<b>48 Water-Sewer Combination Services</b>				
49 Utility - Recreation Facilities	3,500	3,500	5,750	(2,250)
50 <b>Total Water-Sewer Combination Services</b>	<b>3,500</b>	<b>3,500</b>	<b>5,750</b>	<b>(2,250)</b>
51				
<b>52 Stormwater Control</b>				
53 Aquatic Maintenance	58,320	43,740	43,740	-
54 Lake/Pond Bank Maintenance & Repair	5,000	5,000	22,798	(17,798)
55 Wetland Monitoring & Maintenance	5,000	3,750	-	3,750
56 <b>Total Stormwater Control</b>	<b>68,320</b>	<b>52,490</b>	<b>66,538</b>	<b>(14,048)</b>
57				
<b>58 Other Physical Environment</b>				
59 Property Insurance	50,099	41,688	41,688	-
60 General Liability Insurance	4,163	4,523	4,763	(240)
61 Entry & Walls Maintenance & Repair	8,000	6,000	-	6,000
62 Landscape Maintenance	400,000	300,000	342,962	(42,962)
63 Well Maintenance	15,000	11,250	-	11,250
64 Storm Cleanup	50,000	37,500	-	37,500
65 Landscape Replacement Plants, Shrubs, Trees	25,000	18,750	7,676	11,074
66 Landscape Inspection Services	13,200	9,900	7,700	2,200
67 Fire Ant Treatment	10,000	7,500	-	7,500
68 Holiday Decorations	25,000	20,198	20,198	-
69 Tree Removal	25,000	18,750	-	18,750
70 Landscape - Mulch	55,000	41,250	16,266	24,984
71 Landscape - Annuals/Flowers	47,093	35,320	31,060	4,260
72 Rust Prevention	19,140	14,355	16,310	(1,955)
73 Irrigation Repair	25,000	18,750	14,664	4,086
74 Wildlife Management Services	5,000	3,750	-	3,750
75 <b>Total Other Physical Environment</b>	<b>776,695</b>	<b>589,484</b>	<b>503,286</b>	<b>86,198</b>
76				
<b>77 Road &amp; Street Facilities</b>				
78 Parking Lot Repair & Maintenance	1,500	1,125	-	1,125
79 Roadway Repair & Maintenance	5,000	3,750	-	3,750
80 Sidewalk Maintenance & Repair	5,000	3,750	-	3,750
81 Street Sign Repair & Maintenance	500	375	-	375
82 <b>Total Road &amp; Street Facilities</b>	<b>12,000</b>	<b>9,000</b>	<b>-</b>	<b>9,000</b>
83				
<b>84 Parks &amp; Recreation</b>				
85 Management Contract	278,284	208,713	124,122	84,591
86 Lighting Replacement	2,500	1,875	28	1,847
87 Clubhouse Maintenance & Repair	10,000	7,500	4,129	3,371
88 Office Supplies	2,500	2,500	4,243	(1,743)
89 Pool Service Contract	34,080	25,560	22,720	2,840
90 Pool Permits	300	225	-	225
91 Pool Repair & Maintenance	6,500	6,500	8,021	(1,521)
92 Facility A/C Heating Maintenance & Repair	3,500	2,625	-	2,625
93 Furniture Repair / Maintenance	12,500	9,375	-	9,375
94 Playground Equipment Maintenance & Repair	500	500	6,415	(5,915)
95 Telephone, Cable, Internet	4,000	3,000	2,625	375
96 Athletic Court / Field/ Playground Maintenance	5,000	3,750	304	3,446
97 Pest Control & Termite Bond	3,509	2,632	923	1,709

**K Bar Ranch II  
General Fund  
Statement of Revenue, Expenditures and Change in Fund Balance  
For the Period of October 1, 2025 through June 30, 2026**

	<b>FY2026 Ameded Budget</b>	<b>FY2026 Budget Year to Date</b>	<b>FY2026 Actual Year to Date</b>	<b>Variance Over/(Under) Budget</b>
98 Clubhouse Supplies	3,500	3,500	7,746	(4,246)
99 Utility Golf Cart Maintenance	1,500	1,125	154	971
100 Dog Waste Station Supplies & Maintenance	500	375	465	(90)
101 <b>Total Parks &amp; Recreation</b>	<b>368,673</b>	<b>279,755</b>	<b>181,897</b>	<b>97,858</b>
102				
103 <b>Special Events &amp; Contingency</b>				
104 Clubhouse - Special Events	15,000	11,250	4,289	6,961
105 Miscellaneous Contingency	165,233	123,925	47,428	76,497
106 <b>Total Special Events &amp; Contingency</b>	<b>180,233</b>	<b>135,175</b>	<b>51,717</b>	<b>83,458</b>
107				
108 <b>Total Expenditures Before Other Financing Sources</b>	<b>2,074,813</b>	<b>1,560,037</b>	<b>1,401,853</b>	<b>203,185</b>
109				
110 <b>Total Other Financing Sources (Uses)</b>				
111 Interfund Transfer to Capital Reserve Fund	425,000	-	-	-
112 <b>Total Other Financing Sources (Uses)</b>	<b>2,499,813</b>	<b>1,560,037</b>	<b>1,401,853</b>	<b>203,185</b>
113				
114 Transfer In			-	
115				
116 <b>Total Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>444,543</b>	<b>680,625</b>	<b>281,083</b>
117				
118 <b>Fund Balance - Beginning</b>			<b>1,036,868</b>	
119				
120 <b>Fund Balance - Ending</b>			<b>1,717,493</b>	

**K Bar Ranch II**  
**Capital Reserve Fund**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through June 30, 2026**

	<b>FY026 Amended Budget</b>	<b>FY2026 Actual Year to Date</b>
<b>1 Revenues:</b>		
2 Interest Earnings	\$ -	\$ 5,334
3 Special Assessments	120,000	120,000
<b>4 Total Revenues</b>	<b>120,000</b>	<b>125,334</b>
<b>5 Expenditures:</b>		
6 Increase in Fund Balance	-	-
<b>7 Total Expenditures</b>	<b>-</b>	<b>-</b>
<b>8 Excess Expenditures Over (Under) Revenues</b>	<b>120,000</b>	<b>125,334</b>
<b>9 Other Sources (Uses)</b>		
10 Transfer In from General Fund	425,000	-
<b>12 Total Other Sources (Uses)</b>	<b>425,000</b>	<b>-</b>
<b>Transfer Out</b>	<b>-</b>	<b>-</b>
<b>13 Fund Balance - Beginning</b>	<b>-</b>	<b>300,112</b>
14		
<b>14 Fund Balance - Ending</b>	<b>545,000</b>	<b>425,446</b>

**K Bar Ranch II**  
**Debt Service 2017**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through June 30, 2026**

	<b>Adopted Budget</b>	<b>Actual Year to Date</b>
1 <b>Revenues:</b>		
2 Special Assessments - On-Roll, Net	\$ 667,172	\$ 675,458
3 Prepayment Revenue	-	-
4 Interest	-	17,082
5		
6 <b>Total Revenues</b>	<b>667,172</b>	<b>692,540</b>
7		
8		
9 <b>Expenditures:</b>		
10		
11 Debt Service Obligation , Net	667,172	658,931
18		
19 <b>Total Expenditures</b>	<b>667,172</b>	<b>658,931</b>
20		
21 <b>Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>33,609</b>
22		
23 <b>Other Sources (Uses)</b>		
24 Transfer In	-	-
25 Transfer Out	-	(4,023)
26 <b>Total Other Sources (Uses)</b>	<b>-</b>	<b>(4,023)</b>
27		
28 <b>Fund Balance - Beginning</b>	<b>-</b>	<b>506,335</b>
29		
30 <b>Fund Balance - Ending</b>	<b>-</b>	<b>535,921</b>

**K Bar Ranch II**  
**Debt Service 2021**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through June 30, 2026**

	<b>Adopted Budget</b>	<b>Actual Year to Date</b>
1 <b>Revenues:</b>		
2 Special Assessments - On-Roll, Net	\$ 337,071	\$ 341,258
3 Prepayment Revenue	-	-
4 Interest	-	8,483
5		
6 <b>Total Revenues</b>	<b>337,071</b>	<b>349,741</b>
7		
8		
9 <b>Expenditures:</b>		
10		
11 Debt Service Obligation , Net	337,071	335,195
18		
19 <b>Total Expenditures</b>	<b>337,071</b>	<b>335,195</b>
20		
21 <b>Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>14,546</b>
22		
23 <b>Other Sources (Uses)</b>		
24 Transfer In	-	-
25 Transfer Out	-	(14,667)
26 <b>Total Other Sources (Uses)</b>	<b>-</b>	<b>(14,667)</b>
27		
28 <b>Fund Balance - Beginning</b>	<b>-</b>	<b>276,417</b>
29		
30 <b>Fund Balance - Ending</b>	<b>-</b>	<b>276,296</b>

**K Bar Ranch II  
Construction 2017  
Statement of Revenue, Expenditures and Change in Fund Balance  
For the Period of October 1, 2025 through June 30, 2026**

	<b>Adopted Budget</b>	<b>Actual Year to Date</b>
1 <b>Revenues:</b>		
2 Special Assessments - On-Roll, Net	\$ -	\$ -
3 Prepayment Revenue	-	-
4 Interest	-	1,013
5		
6 <b>Total Revenues</b>	<b>-</b>	<b>1,013</b>
7		
8		
9 <b>Expenditures:</b>		
10		
11 Construction Expense	-	-
18		
19 <b>Total Expenditures</b>	<b>-</b>	<b>-</b>
20		
21 <b>Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>1,013</b>
22		
23 <b>Other Sources (Uses)</b>		
24 Transfer In	-	4,023
25 Transfer Out	-	-
26 <b>Total Other Sources (Uses)</b>	<b>-</b>	<b>4,023</b>
27		
28 <b>Fund Balance - Beginning</b>	<b>-</b>	<b>37,462</b>
29		
30 <b>Fund Balance - Ending</b>	<b>-</b>	<b>42,499</b>

**K Bar Ranch II**  
**Construction 2021**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through June 30, 2026**

	<b>Adopted Budget</b>	<b>Actual Year to Date</b>
1 <b>Revenues:</b>		
2 Special Assessments - On-Roll, Net	\$ -	\$ -
3 Prepayment Revenue	-	-
4 Interest	-	965
5		
6 <b>Total Revenues</b>	<b>-</b>	<b>965</b>
7		
8		
9 <b>Expenditures:</b>		
10		
11 Construction Expense	-	-
18		
19 <b>Total Expenditures</b>	<b>-</b>	<b>-</b>
20		
21 <b>Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>965</b>
22		
23 <b>Other Sources (Uses)</b>		
24 Transfer In	-	14,667
25 Transfer Out	-	-
26 <b>Total Other Sources (Uses)</b>	<b>-</b>	<b>14,667</b>
27		
28 <b>Fund Balance - Beginning</b>	<b>-</b>	<b>32,985</b>
29		
30 <b>Fund Balance - Ending</b>	<b>-</b>	<b>48,617</b>

**K Bar Ranch II  
Balance Sheet  
June 30, 2026**

Balance per Bank Statement	\$	269,729.20
Plus: Deposits in Transit		-
Less: Outstanding Checks		(22,828.69)
	<b>\$</b>	<b>246,900.51</b>
Beginning Balance		101,602.43
Receipts		350,216.51
Disbursements		(204,918.43)
<b><i>Balance per Book</i></b>	<b>\$</b>	<b>246,900.51</b>

**K Bar Ranch II  
Check Register  
FY2026**

Date	Check #	Payee	Deposit	Deposit	Disbursement	Balance
<b>3/1/2026</b>		<b>Balance</b>		-	-	-
1. General Fund						
3/19/2026			Funds Transfer	145,389.00		145,389.00
3/20/2026	032026ach	Spectrum	10340 Kbar Ranch Pkwy		170.48	145,218.52
3/24/2026	032426ach2	TECO	Summary Bill		19,197.61	126,020.91
3/24/2026	032426ach1	TECO	10841 Mistflower Ln Gate		86.66	125,934.25
3/24/2026	032426ach4	TECO	K bar ranch parcel I		1,747.02	124,187.23
3/24/2026	032426ach5	TECO	19301 Eage Creek Ln		95.17	124,092.06
3/24/2026	032426ach5	TECO	K Bar Ranch Parcel G		2,255.74	121,836.32
3/24/2026	032426ach7	TECO	10598 K Bar Ranch Pkwy		70.75	121,765.57
3/24/2026	032426ach9	TECO	10580 Kbar Ranch Pkwy		34.02	121,731.55
3/24/2026	3/24/2026	TECO	10598 Kbar Ranch Pkwy		41.43	121,690.12
3/24/2026	3/24/26-2	TECO	10611 Kbar Ranch Pkwy		163.28	121,526.84
3/25/2026	032526ach	Spectrum	19292 Mossy Pine Dr		170.00	121,356.84
3/25/2026	032526ach2	Spectrum	10820 Mistflower Ln		170.00	121,186.84
3/25/2026	032526ach	Southstate Bank	Service Charge		483.92	120,702.92
3/26/2026			Funds Transfer		500.00	120,202.92
3/30/2026	108	Cooper Pools Inc	Pool Maint/Repair		147.09	120,055.83
3/30/2026	109	Business Observer	legal adv		89.69	119,966.14
3/30/2026	033026ach1	Spectrum	10621 Mistflower Ln		170.00	119,796.14
3/30/2026	3/30/2026	Spectrum	10841 Mistflower Ln		160.00	119,636.14
<b>3/31/2026</b>				<b>145,389.00</b>	<b>25,752.86</b>	<b>119,636.14</b>
4/2/2026	102	City of Tampa Utilities	10820 Mistflower Ln		350.19	119,285.95
4/2/2026	103	City of Tampa Utilities	10598 Kbar Ranch Pkwy Trac TM2		1,065.32	118,220.63
4/2/2026	104	City of Tampa Utilities	19339 Eagle Creek Ln		55.00	118,165.63
4/2/2026	105	City of Tampa Utilities	10598 Kbar Ranch Pkwy Trac TM1		690.14	117,475.49
4/2/2026	106	City of Tampa Utilities	10352 Kbar Ranch Pkwy		8.80	117,466.69
4/2/2026	107	Haven Management Solutions, llc	April Management Services		4,637.50	112,829.19
4/2/2026	110	Complete IT	Camera Mgt		3,557.00	109,272.19
4/2/2026	111	Cooper Pools Inc	monthly comm svc		2,840.00	106,432.19
4/2/2026	112	Pine Lake Companies	#5857- Renewal		1,098.94	105,333.25
4/2/2026	113	Pine Lake Companies	renewal		2,862.10	102,471.15
4/2/2026	114	Pine Lake Companies	renewal		26,578.66	75,892.49
4/3/2026	116	Christopher Grossenbacher	Dec BOS MTG		200.00	75,692.49
4/3/2026	040326ach	Spectrum	19302 Eage Creek Ln		130.00	75,562.49
4/5/2026	040526ach	Spectrum	10541 K Bar Ranch Pkwy		180.48	75,382.01
4/5/2026	040526ach1	Spectrum	10711 Mistflower Ln		180.48	75,201.53
4/7/2026	117	Johnson Engineering LLC	Engineering Svcs		9,076.75	66,124.78
4/7/2026	118	Anti-Pesto Bug Killers	Pest Control		142.00	65,982.78
4/7/2026	119	Complete IT	gate maint		2,030.00	63,952.78
4/7/2026	120	Complete IT	cameras		502.43	63,450.35
4/7/2026	121	Blue Water Aquatics, Inc.	Pond/waterway treatment		4,860.00	58,590.35
4/7/2026	040726ach1	Spectrum	10820 Mistflower Ln		331.44	58,258.91
4/8/2026			Funds Transfer	100,000.00		158,258.91
4/8/2026	040826ach	Spectrum	19292 Mossy Pine Dr		185.38	158,073.53
4/9/2026	122	Duzianthan Mohanadoss	March & 4.6.26 BOS MTG		400.00	157,673.53
4/9/2026	123	Greg Halstead	March & 4.6.26 BOS MTG		400.00	157,273.53
4/9/2026	124	Michele Emery	March & 4.6.26 BOS MTG		400.00	156,873.53
4/9/2026	125	Venu Reddy	March & 4.6.26 BOS MTG		400.00	156,473.53
4/10/2026	127	Christopher Grossenbacher	March & 4.6.26 BOS MTG		400.00	156,073.53
4/12/2026	128	W.C. Sherrill and Company LLC	surveying		700.00	155,373.53
4/12/2026	129	Complete IT	tech labor		330.00	155,043.53
4/12/2026	130	Pine Lake Companies			48,752.95	106,290.58
4/12/2026	131	Cooper Pools Inc	Pool Maint/Repair		180.00	106,110.58
4/12/2026	041226ach	Spectrum	10820 Mistflower Ln		10.00	106,100.58
4/13/2026			Funds Transfer	150,000.00		256,100.58
4/15/2026	041526ach	Spectrum	10340 K Bar Ranch Pkwy		170.48	255,930.10
4/17/2026	132	Johnson Engineering LLC	Engineering Svcs		6,137.25	249,792.85
4/20/2026	042026ach	Florida Dept of Revenue	Sales Tax March 2026		177.99	249,614.86
4/20/2026	133	Cintas	hydrant inspection		370.25	249,244.61
4/21/2026	134	PC Consultants	labor-tech		112.50	249,132.11
4/21/2026	135	Duzianthan Mohanadoss	04-15-26 BOS MTG		200.00	248,932.11
4/21/2026	136	Greg Halstead	04-15-26 BOSMTG		200.00	248,732.11
4/21/2026	137	Michele Emery	04-15-26 BOS MTG		200.00	248,532.11
4/21/2026	138	Venu Reddy	04-15-26 BOS MTG		200.00	248,332.11
4/21/2026	139	Christopher Grossenbacher	04-15-26 BOS MTG		200.00	248,132.11
4/21/2026	140	City of Tampa Utilities	10598 Kbar Ranch Pkwy Trac TM2		155.26	247,976.85
4/21/2026	141	City of Tampa Utilities	10598 Kbar Ranch Pkwy Trac TM1		115.80	247,861.05
4/21/2026	042126ach	TECO	Summary Bill		19,061.23	228,799.82
4/22/2026			Funds Transfer		1,000.00	227,799.82
4/24/2026	143	Business Observer	legal adv		216.56	227,583.26
4/24/2026	042426ach	Waste Management	Waste Services		741.31	226,841.95
4/24/2026			Deposit	178.20		227,020.15
4/27/2026	144	Pine Lake Companies	#5857- Renewal		3,137.50	223,882.65
4/27/2026	042726ach	Spectrum	10841 Mistflower Lane		170.00	223,712.65
4/27/2026	042726ach	Spectrum	10621 Mistflower Ln		180.00	223,532.65
4/29/2026	145	Cooper Pools Inc	deposit-new grids		1,975.00	221,557.65
<b>4/31/26</b>				<b>250,178.20</b>	<b>148,256.69</b>	<b>221,557.65</b>
5/1/2026	146	Complete IT	cameras		3,557.00	218,000.65
5/1/2026	147	Pine Lake Companies	#7417- Valley Inside Common Area		1,098.94	216,901.71
5/1/2026	148	Pine Lake Companies	#6122- renewal woods addendum		2,862.11	214,039.60
5/1/2026	149	Pine Lake Companies	mulch		6,906.90	207,132.70
5/1/2026	150	Haven Management Solutions, llc	May Management Services		4,637.50	202,495.20
5/1/2026	050126ach	Spectrum	10339 k bar ranch pkwy gate		180.43	202,314.77
5/4/2026	151	Grau & Associates	Legal Services		4,900.00	197,414.77
5/4/2026	152	Venu Reddy	Feb BOS MTG		200.00	197,214.77
5/4/2026	153	Complete IT	cameras		1,325.88	195,888.89

5/4/2026	154 Cooper Pools Inc	pool repairs		2,855.00	193,033.89
5/4/2026	155 Kutak Rock LLP	Legal Svc		11,935.35	181,098.54
5/4/2026	156 Business Observer	legal adv		65.63	181,032.91
5/4/2026	157 Business Observer	legal adv		87.50	180,945.41
5/4/2026	158 Business Observer	legal adv		45.94	180,899.47
5/4/2026	159 Business Observer	legal adv		45.94	180,853.53
5/4/2026	050426ach	Spectrum	19302 Eage Creek Ln	130.00	180,723.53
5/5/2026	160 Suncoast Rust Control	water treatment		1,525.00	179,198.53
5/5/2026	161 Suncoast Rust Control	water treatment		685.00	178,513.53
5/6/2026	050626ach	Spectrum	10711 Mistflower Ln	170.43	178,343.10
5/6/2026	050626ach1	Spectrum	10541 K Bar Ranch Pkwy	180.43	178,162.67
5/7/2026	162 Cooper Pools Inc	Final inv-new grids		1,975.00	176,187.67
5/7/2026	163 Pine Lake Companies	#8262 maint contract		33,019.25	143,168.42
5/7/2026		Deposit		8,497.94	151,666.36
5/8/2026	050826ach	Spectrum	10820 Mistflower Ln	321.29	151,345.07
5/9/2026	050926ach	Spectrum	19292 Mossy Pine Dr	170.00	151,175.07
5/10/2026	164 EGIS Insurance Advisors	Policy #100125684		74.00	151,101.07
5/10/2026	165 EGIS Insurance Advisors	Policy #100125684		767.00	150,334.07
5/11/2026	166 PC Consultants	office 365		24.00	150,310.07
5/11/2026	051126ach	TECO	10598 Kbar Ranch Pkwy	72.01	150,238.06
5/11/2026	051126ach9	TECO	10598 Kbar Ranch Pkwy	53.33	150,184.73
5/11/2026	051126ach10	TECO	10841 Mistflower Ln Gate	84.20	150,100.53
5/12/2026	167 Pine Lake Companies	irrigation repairs		659.34	149,441.19
5/12/2026	168 Blue Water Aquatics, Inc.	Pond/waterway treatment		4,860.00	144,581.19
5/12/2026	051226ach	TECO	K Bar Ranch Parcel G	2,246.79	142,334.40
5/12/2026	051226ach1	TECO	19301 Eage Creek Ln	86.56	142,247.84
5/12/2026	051226ach1	TECO	K bar ranch parcel I	1,738.07	140,509.77
5/16/2026	169 Wayne Letson	Gas Reimb		40.00	140,469.77
5/16/2026	170 Cooper Pools Inc	pump		147.09	140,322.68
5/18/2026	171 Arborist Aboard Inc.	tree work		300.00	140,022.68
5/18/2026		Funds Transfer		2,000.00	138,022.68
5/19/2026	173 Anti-Pesto Bug Killers	Pest Control		348.00	137,674.68
5/19/2026	174 Anti-Pesto Bug Killers	Pest Control		149.00	137,525.68
5/19/2026	051926ach	Florida Dept of Revenue	Sales Tax	349.89	137,175.79
5/20/2026	172 Haven Management Solutions, llc	Amenity Management Billing		4,814.40	132,361.39
5/20/2026	175 Pine Lake Companies	CH Repair		9,856.99	122,504.40
5/20/2026	052026ach1	TECO	Summary Bill	18,997.77	103,506.63
5/20/2026	052026ach	TECO	10580 Kbar Ranch Pkwy	27.63	103,479.00
5/24/2026	052426ach	Waste Management	Waste Services	741.31	102,737.69
5/26/2026	052626ach	TECO	10611 Kbar Ranch Pkwy	213.13	102,524.56
5/27/2026	052726ach2	Spectrum	10841 Mistflower Lane	160.00	102,364.56
5/28/2026	052826ach	City of Tampa Utilities	10820 Mistflower Ln	421.70	101,942.86
5/29/2026	052926ach	Spectrum	10339 k bar ranch pkwy gate	170.43	101,772.43
5/29/2026	5/29/2026	Spectrum	10621 Mistflower Ln	170.00	101,602.43
<b>5/31/2026</b>				<b>8,497.94</b>	<b>128,453.16</b>
6/1/2026	178 Complete IT	cameras		3,602.00	98,000.43
6/1/2026	179 Blue Water Aquatics, Inc.	Errosion Control		12,000.00	86,000.43
6/1/2026	180 Blue Water Aquatics, Inc.	Errosion Control		9,890.45	76,109.98
6/1/2026	181 Blue Water Aquatics, Inc.	Pond/waterway treatment		4,860.00	71,249.98
6/1/2026	182 Cooper Pools Inc	pool repairs		2,855.00	68,394.98
6/1/2026	183 Pine Lake Companies	#8262 maint contract		33,019.25	35,375.73
6/1/2026	176 Haven Management Solutions, llc	June Management Services		4,637.50	30,738.23
6/1/2026	184 Suncoast Rust Control	water treatment		685.00	30,053.23
6/1/2026	185 Suncoast Rust Control	water treatment		1,525.00	28,528.23
6/1/2026		Funds Transfer		100,000.00	128,528.23
6/1/2026	186 Business Observer	legal adv		63.44	128,464.79
6/2/2026	177 Haven Management Solutions, llc	Amenity Management Billing		7,804.50	120,660.29
6/2/2026	187 Greg Halstead	05-20-26 BOSMTG		200.00	120,460.29
6/2/2026	188 Michele Emery	05-20-26 BOS MTG		200.00	120,260.29
6/2/2026	189 Venu Reddy	05-20-26 BOS MTG		200.00	120,060.29
6/2/2026	190 Christopher Grossenbacher	05-20-26 BOS MTG		200.00	119,860.29
6/3/2026	060326ACH	Spectrum	19302 Eage Creek Ln	170.00	119,690.29
6/5/2026	201 Rizzetta & Company Inc			45,022.54	74,667.75
6/5/2026		Deposit		8,498.88	83,166.63
6/5/2026	060526ACH	Spectrum	10541 K Bar Ranch Pkwy	160.43	83,006.20
6/5/2026	060526ACH2	Spectrum	10711 Mistflower Ln	160.43	82,845.77
6/7/2026	060726ACH	Spectrum	10820 Mistflower Ln	311.29	82,534.48
6/8/2026	060826ACH	Spectrum	19292 Mossy Pine Dr	160.00	82,374.48
6/9/2026		Funds Transfer		100,000.00	182,374.48
6/9/2026	060926ach	TECO	10580 Kbar Ranch Pkwy	25.07	182,349.41
6/9/2026	060926ach1	TECO	10598 Kbar Ranch Pkwy	35.11	182,314.30
6/10/2026		Funds Transfer		124,721.54	307,035.84
6/10/2026	061026ACH	TECO	K bar ranch parcel I	1,738.07	305,297.77
6/10/2026	061026ACH3	TECO	19301 Eage Creek Ln	90.06	305,207.71
6/10/2026	061026ACH4	TECO	K Bar Ranch Parcel G	2,246.79	302,960.92
6/10/2026	6/10/2026	TECO	Need Backup	79.19	302,881.73
6/10/2026	6/10/26-2	TECO	Need Backup	178.16	302,703.57
6/11/2026	202 Pine Lake Companies	irrigation repairs		1,953.45	300,750.12
6/11/2026	203 Kutak Rock LLP	Legal Svc		12,075.00	288,675.12
6/11/2026	204 Complete IT	gate		1,275.00	287,400.12
6/15/2026	205 Fence Outlet of Tampa Inc.	fence-down payment/deposit		3,978.00	283,422.12
6/15/2026	206 Wayne Letson	Reimb		102.58	283,319.54
6/15/2026	061526ACH	Spectrum	10340 K Bar Ranch Pkwy	170.43	283,149.11
6/16/2026		Funds Transfer		1,000.00	282,149.11
6/17/2026		Deposit		16,996.09	299,145.20
6/19/2026	061926ach	Florida Dept of Revenue	Sales Tax	250.48	298,894.72
6/19/2026	061926ACH	TECO	Summary Bill	19,107.01	279,787.71
6/22/2026	207 Haven Management Solutions, llc	Amenity Management Billing		9,304.90	270,482.81
6/24/2026	208 Johnson Engineering LLC	Engineering Svcs		588.50	269,894.31
6/24/2026	209 Cooper Pools Inc	Pool Maint/Repair		727.31	269,167.00
6/24/2026	210 Pine Lake Companies	irrigation repairs		429.37	268,737.63
6/24/2026	211 Pine Lake Companies	irrigation repairs		3,104.77	265,632.86
6/24/2026	212 Duzianthan Mohanadoss	06-17-26 BOS MTG		200.00	265,432.86
6/24/2026	213 Greg Halstead	06-17-26 BOSMTG		200.00	265,232.86

6/24/2026	214 Michele Emery	06-17-26 BOS MTG	200.00	265,032.86
6/24/2026	215 Venu Reddy	06-17-26 BOS MTG	200.00	264,832.86
6/24/2026	216 Christopher Grossenbacher	06-17-26 BOS MTG	200.00	264,632.86
6/25/2026	062526ACH Waste Management	Waste Services	741.31	263,891.55
6/25/2026	6/25/2026 City of Tampa Utilities	10820 Mistflower Ln - Need Backup	183.87	263,707.68
6/27/2026	062726XH Spectrum	10841 Mistflower Lane	160.00	263,547.68
6/27/2026	062726ACH Spectrum	10621 Mistflower Ln	170.00	263,377.68
6/29/2026	217 Blue Water Aquatics, Inc.	Pond/waterway treatment	4,860.00	258,517.68
6/29/2026	062926ACH Spectrum	10339 k bar ranch pkwy gate	170.43	258,347.25
6/30/2026	219 Pevo Sports	sports equipment	5,350.00	252,997.25
6/30/2026	063026ach City of Tampa Utilities	10352 Kbar Ranch Pkwy+svc fee	59.16	252,938.09
6/30/2026	063026ACH2 City of Tampa Utilities	19339 Eagle Creek Ln	170.65	252,767.44
6/30/2026	063026ACH3 City of Tampa Utilities	10598 Kbar Ranch Pwky Trac TM1	2,250.72	250,516.72
6/30/2026	063026ACH4 City of Tampa Utilities	10598 Kbar Ranch Pkwy Trac TM2	3,616.21	246,900.51
<b>6/30/2026</b>			<b>350,216.51</b>	<b>204,918.43</b>
				<b>246,900.51</b>

EXHIBIT 21

**RETURN TO AGENDA**

**MINUTES OF 06/17/26 REGULAR MEETING  
K-Bar Ranch II COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District was held Wednesday, June 17, 2026, at 6:00 p.m. at the Amenity Center located at 10820 Mistflower Lane, Tampa, Florida 33647. The public was able to listen and/or participate in-person or live via conference.

**I. Call to Order and Roll Call**

The meeting was called to order by District Manager Thibault. Roll was called and a quorum was confirmed with the following supervisors present:

- Duzianthan Mohan..... Board of Supervisors, Chairman
- Greg Halstead..... Board of Supervisors, Vice Chair
- Michele Emery.....Board of Supervisors, Assistant Secretary
- Chris Grossenbacher .....Board of Supervisors, Assistant Secretary
- Venu Reddy.....Board of Supervisors, Assistant Secretary

Also present were:

- Patricia Thibault..... District Manager, Haven Management Solutions
- Kirsten Mood (via virtual means) .....District Counsel, Kutak Rock
- Chris Thompson..... Blue Water Aquatics
- Dana Bryant ..... Field Services, Haven Management Solutions
- Michael Sakellarides ..... Amenity Management, Haven Management Solutions
- Wayne Letson ..... Amenity Management, Haven Management Solutions
- Vasili Kostakis ..... Stantec

Ms. Thibault called the meeting to order at 6:00 p.m. and conducted roll call. Present were Vice Chair Halstead, Supervisor Emery, and Supervisor Grossenbacher. It was acknowledged that a quorum was established.

**II. Audience Comments (limited to 5 minutes per individual on agenda items)**

An Audience member commented on the soccer goals, suggesting the Board invest in some that are nicer.

Nancy Hartline asked whether the mulch vendor would be taking care of the damage to the gate. She also referenced a previous proposal to change the amount homeowners pay, stating her opinion that it would be unfair on small homeowners and retirees on a fixed income.

A resident shared his concerns over column and gate painting, mailbox decals, lack of “no fishing” enforcement, and the towing of vehicles blocking sidewalks. Ms. Thibault confirmed that the planting by the entrances would begin on Friday. She advised that they were under irrigation regulations and were waiting for the rainy season to impact the District to avoid losing the new plant material. She explained that the mailbox decals had been ordered and confirmed that upon their arrival, they would advance with the decal project. Ms. Thibault advised that Haven Management was working to move the District projects along as quickly as possible. Chairman Mohan asked if there was a way to notify the residents of the updates in the projects. Ms. Thibault noted they could send an email blast to the residents. Vice Chair Halstead discussed the tree planting and role of the Board with the resident. Ms. Thibault confirmed she would work with the amenity team to solve the towing issue.

Alex White at 19239 Hawk Valley Drive expressed that he and the other residents wanted accountability from the Board, not excuses. He emphasized keeping conversations solution based.

A resident asked about parking and towing enforcement. Ms. Thibault informed him that via ADA regulations, the sidewalks cannot be blocked. The resident expressed his concerns with the broken gate. Ms. Thibault advised that the

46 biggest issue with fixing the gate was identifying the vehicle that damaged it. She noted that the necessary software was  
47 being worked on.

48 **III. Professional Vendor Presentation**

49 **A. Presentation of Team Deliverables**

50 - Ms. Thibault presented the deliverables list to the Board.

51 **B. District Engineering Report – Stantec Engineering – Vasili Kostakis**

52 **1. Consideration to Accept M/I Tract Transfer**

- 53 ○ Mr. Kostakis and Ms. Thibault briefly explained the tract transfer.
- 54 ○ Supervisor Grossenbacher asked what segments 3 and 4 were. Ms. Thibault asked Ms. Mood, who  
55 confirmed the community name was incorrect on the certificate and would need to be corrected.  
56 Supervisor Emery asked where they stood with the slip and fall on Mistflower lawsuit, noting the  
57 transfer of land had not been completed when the incident occurred. Ms. Thibault asked Ms. Mood if  
58 the slip and fall was MI's responsibility as part of the tract transfer, and if the District would accept the  
59 transfer if that was the case. Ms. Mood advised that the District was dismissed from the suit. Ms.  
60 Thibault asked the Board if they would feel comfortable accepting the transfer with the appropriate  
61 changes made to the documents. She noted that the map and location map needed to be incorporated  
62 with the engineer's certificate. The Board agreed to bring this item back next month.

63 **2. Consideration to Approve Steadfast Mitigation Wetland Maintenance - \$4,800**

- 64 ○ Mr. Kostakis presented the proposal, noting the importance of wetland maintenance as wetland  
65 restoration would be costly. Ms. Thibault advised that monitoring was no longer necessary, but the  
66 Board could be subject to a fine if invasive species were to overtake the areas. Blue Water advised that  
67 a specialized team is needed for this type of maintenance. Mr. Kostakis advised that parcels N, I, D,  
68 and G were recently added that an amended proposal from Steadfast was needed to address the new  
69 areas. Ms. Thibault explained why they chose this vendor to move forward with, noting they were the  
70 only one to respond. Mr. Kostakis explained that it would take a day or two of engineering time to  
71 update the map with all of the applicable permits. Ms. Thibault asked for direction for the District  
72 Engineer to accomplish that task. Mr. Kostakis answered further questions for the Board.

73 **Deliverables Discussion**

- 74 ○ Mr. Kostakis and Ms. Thibault introduced the discussion on the well at Gilded Woods, noting that the  
75 water amounts had increased to the District because they were using portable water to irrigate. Mr.  
76 Kostakis advised that an electric line would need to be placed under the well. Ms. Thibault explained  
77 that Mr. Cane from Pine Lake advised that they reach out to Accurate about putting in a well instead  
78 of a pump. She stated that he had confirmed that he would get the proposal to pump in the Gilded  
79 Woods area for next month's meeting. She also confirmed Stantec would finalize the meter  
80 requirements. Mr. Kostakis estimated some of the potential highs and lows.
- 81 ○ Mr. Kostakis briefly discussed the proposal for a delineation of specific areas that were classified as  
82 conservation, buffer spaces, and maintenance areas relating to the Environmental Resource Permit with  
83 Southwest Florida Water Management District.
- 84 ○ Mr. Kostakis discussed the identification of the 5 trip hazards was needed. He explained how the  
85 repair process was ADA compliant.
- 86 ○ Mr. Kostakis explained the Eagle Creek sidewalk flooding, noting that they were going to need to drain  
87 water from the sidewalk. Supervisor Reddy expressed concerns over whether the issue was CDD or  
88 HOA. Ms. Thibault explained that the sidewalk itself is CDD property, but the HOA governs for

89 maintenance. Supervisor Reddy asked for further clarification on who was paying for this. Ms. Thibault  
90 advised checking the HOA declarations to see what the HOA advised as to the maintenance of the  
91 sidewalks in front of individual homes before Mr. Kostakis walked around.

92 ○ Mr. Kostakis further explained the monitoring versus maintenance statement he had made earlier,  
93 noting that maintenance would help keep the invasive species at bay.

#### 94 **C. Blue Water Aquatics**

##### 95 **1. Presentation of Aquatics Report**

96 ○ Blue Water advised that they completed the water control structure repairs on Pond 23 and Pond 5. He  
97 stated they had wanted to test their repairs and make sure they're holding up and noted that they were  
98 backed up with riprap. Blue Water noted they would like to see more rain and advised that they were  
99 expecting algae in the summer. They shared that they had treated some of the plants and algae. They  
100 explained the issue with treating the dry ponds, noting the sandy bottoms made it difficult to drive their  
101 machines. They advised that the ponds were affected by nutrients, fertilizers, and curb trains coming  
102 from the homes they were completely surrounded by. Blue Water continued, explaining that the more  
103 houses they have around the pond, the more the shoreline had been exposed to animal waste and  
104 general human interference.

#### 105 **D. Pine Lake Nursery Report**

##### 106 **1. Discussion of Arborist Report**

107 ○ Ms. Thibault presented the report, noting that planting was due to begin on Friday and that Mr. Cane  
108 was working with the arborists to develop a listing of the highest risk trees. She shared that he had  
109 confirmed he would bring a proposal to the next meeting. Ms. Thibault shared that Mr. Cane was  
110 looking for rain to make everything green again.

111 ○ Ms. Thibault continued, informing the Board that there were 2 wells in Hawk Valley, one outside the  
112 gate that was clearly CDD property, and one on the inside with Suncoast Rust. She explained that the  
113 inside well was on CDD property but only irrigated certain District pocket parks and the residents'  
114 homes in the Hawk Valley area. Ms. Thibault continued, noting to the Board that they could not expend  
115 funds to pay for Suncoast Rust to remediate the Hawk Valley pumps. She detailed the previous  
116 Suncoast agreement and noted her discussion with Mr. Cane, that they did not need Suncoast Rust for  
117 turf and shrubbery behind the gate. She advised that they would need to notify Suncoast that they  
118 would no longer be paying that bill on a monthly basis. Ms. Thibault advised that the previous district  
119 manager had given direction for the CDD to cover those costs. She confirmed that the rust prevention  
120 was not needed for CDD property but noted that the individuals in the area might need it. Ms. Thibault  
121 explained that it would be difficult to determine how much water was allocated to the homes and how  
122 much was allocated to the District. She noted that whether the HOA wanted to continue those  
123 services, that would be up to them. Ms. Thibault advised that the CDD had paid almost \$12,000 for  
124 the service. She detailed the Board's options, informing them that they could reach out to the prior  
125 district manager through District Counsel to advise that the \$12,000 was paid without a contract. She  
126 noted that they could also reach out to the HOA. Ms. Mood noted that they could enter an agreement  
127 with the HOA to share the costs of the well if the Board wished to. She advised that she and Mr.  
128 Earlywine could put together a letter to send to the previous district management company. Ms.  
129 Thibault detailed how she had found this bill when she was developing the budget.

130 ■ A resident detailed the changes in landscaping companies. She expressed her concerns over  
131 the common ground area and the grass behind their fence. She emphasized that there might  
132 be some deals that the Board might not be privy to. Supervisor explained issues with Hawk  
133 Valley over the last few years.

134                   o Ms. Thibault advised that she could not speak for the HOA.

135 On a MOTION by Supervisor Grossenbacher, SECONDED by Supervisor Reddy, WITH ALL IN FAVOR, the Board  
136 Approved District Counsel to Send a Letter to Prior District Management for Justification that Payments were Made  
137 Without a Contract for the K-Bar Ranch II Community Development District.

138 - Ms. Thibault requested the Board move the Complete IT presentation up in the agenda. Charles Bodine from  
139 Complete IT discussed gate power, noting the options in the case of an internet outage. Vice Chair Halstead  
140 asked about the monitoring capabilities, offering his suggestion for the hours the gate should be checked. The  
141 Board discussed the monthly cost of the software. Complete IT described the current monitoring method used  
142 by the District, and briefly explained the new software and how it would aid in identifying license plates. Ms.  
143 Thibault asked a clarifying question about the pricing, which Complete IT answered. They discussed the  
144 software's internet requirements. Ms. Thibault asked about the software for \$5 a month and asked the Board if  
145 they would like to move forward with a motion without a proposal now to avoid waiting an extra month.  
146 Complete IT confirmed the notification software would be \$50 a month. Supervisor Grossenbacher advised that  
147 it would be a recurring charge of \$450 a month and a one-time charge of \$1,650 if they did it together. Complete  
148 IT discussed the mobile device options and the annual maintenance. Complete IT and the Board discussed the  
149 necessity of the 4G internet option and how the gate would operate without internet and/or power, noting that  
150 the gate would remain closed with no power. The Board expressed concerns over emergency vehicles being  
151 unable to get through the gate. Complete IT explained that if Spectrum was out, they could still allow guests  
152 into the District. Supervisor Grossenbacher explained that they could receive instant notifications that the gate  
153 is damaged for \$5 more per gate, the \$400 was for the 4G service. Complete IT noted the 4G would be useful  
154 if the power went out. Supervisor Grossenbacher found that it would be a convenience the residents wanted.  
155 Complete IT advised that it would be complicated to have the gates remain open during an internet outage.  
156 - Ms. Thibault opened the floor to the residents for comments on the notification software.

157 On a MOTION by Chairman Mohan, SECONDED by Vice Chair Halstead, WITH ALL IN FAVOR, the Board Approved  
158 the Complete IT 4G Backup at a Price of \$1,650 to Install and a Monthly Charge of \$400 With the Inclusion of the  
159 Notification Software for Gate Failure for \$5 Per Month Per Gate for the K-Bar Ranch II Community Development  
160 District.

161 - Ms. Thibault requested a proposal from Complete IT. The Board discussed warranty options. Complete IT  
162 explained the need for the LED lights on both sides, noting that the gate needed to be seen at night. Vice Chair  
163 Halstead discussed the gate sensor settings. Ms. Thibault advised that the Board could buy gate arms from  
164 another vendor, though Complete IT noted it would need to be the same brand or compatible with the gate  
165 system. The Board discussed the shipping, weight, and balance of the gate arms.  
166 - Complete IT discussed the Amazon key, noting that Amazon was going to come on-site. The amenity team  
167 confirmed they would work with Vice Chair Halstead to get the details.  
168 - Regarding repair to potential gate impacts, Ms. Mood noted they could draft an agreement if they were provided  
169 with the parameters of the different servers in order to expedite emergency service. Complete IT gave an  
170 example of how they would submit an estimate if it was needed, noting that they were hoping to avoid future  
171 delays related to confusion. Ms. Thibault asked for Complete IT to provide a listing of all the scenarios and a  
172 fixed cost to incorporate those repairs so that the Board could provide a not-to-exceed monthly amount. Ms.  
173 Mood approved of the suggestion. Ms. Thibault requested Complete IT review their invoices and provide a  
174 ballpark list. Complete IT agreed that they could generate a list. The amenity team noted there were several  
175 gates that needed to be looked at, noting a specific instance where the exit gate was opening when a vehicle  
176 passed. Ms. Thibault advised the amenity team to provide a list of issues to Complete IT, noting that upon  
177 receiving a proposal, District Counsel would turn out a contract within 24 hours, and either Chairman Mohan  
178 or Vice Chair Halstead would have it signed within 72 hours.  
179 - The Board asked about an emergency sign, noting the potential need for other signage. They discussed the cost  
180 associated with placing signs, noting the labor price. Ms. Thibault advised that, according to the meeting notes

181 from last month, the total amount for 20 signs was \$6,840. She noted that it included 6-foot black metal posts  
182 buried 2 feet in the ground, that the sign was \$45, and the cost for the pole was \$165. She noted the proposal  
183 was not approved. The Board discussed the previous proposal and the reasons for not approving it.

184 **E. Field Services**

185 **1. K-Bar Ranch II Community Asset Management Report**

- 186 - Mr. Bryant noted the focal points of the District that needed to be addressed. He detailed his usual method  
187 of presenting issues to the Board. He expressed his concerns with the mulching noting that the summer was  
188 not a good time to mulch due to the rain and sun. He also noted that placing mulch too close to the trees  
189 could cause issues with suffocation. Mr. Bryant noted there was a two-wire cable exposed above ground  
190 around the Eagle Ridge entrance that had been there for 2 months. He noted the wire was a part of the  
191 irrigation system. Mr. Bryant advised that Center Island needed to be maintained, and that there was an oak  
192 tree by the playground had a lean to it that he noted might become hazardous during hurricane season. He  
193 suggested they remove the tree. Supervisor Emery asked about Mr. Bryant's role, noting that Rizzetta  
194 checked up on Pine Lake and it appeared Mr. Bryant would not be fulfilling the role in the same way. Mr.  
195 Bryant noted his observations were included in his report. Ms. Thibault suggested Mr. Bryant include a  
196 page in his report with the remedial issues to be sent to Pine Lake. Mr. Bryant advised the Board to reach  
197 out to Ms. Thibault if they spot an issue that needs his attention. Supervisor Reddy expressed his concerns  
198 with the order the items have been addressed. Ms. Thibault advised that the agenda had a consent section  
199 which allowed the Board to approve several items at once. She noted that the agenda could be formatted  
200 any way the Board wanted it, while explaining why items on this agenda were taken out of order. Supervisor  
201 Reddy asked if it was necessary to have all of the vendors present every month. Ms. Thibault suggested the  
202 vendors update the deliverable list in lieu of attending the meeting. Mr. Bryant suggested vendors only be  
203 required to attend if they have a proposal. Supervisor Grossenbacher noted that Mr. Bryant did not address  
204 the main entrance. The Board noted that the main entrance coming off of K-Bar Parkway and Kennon Street  
205 needed to be included in the report.

206 **F. Clubhouse and Amenity Manager**

207 **1. Presentation of amenity Center Report Amenity**

- 208 - Mr. Sakellarides confirmed that fireworks were not allowed and suggested that they send something out to  
209 all the residents as a reminder. He noted there had been an influx of K-Bar I residents attempting to use the  
210 pool, though the pool monitors had not let them in. Mr. Sakellarides shared that they had been receiving  
211 compliments from residents about them locking down the gate. He informed the Board of events they  
212 wanted to try, notably, Takeout Tuesday. The Board interacted positively with the suggestion. Ms. Thibault  
213 requested the amenity team get a liability waiver in place if they plan to bring in food trucks. Mr.  
214 Sakellarides asked if the Board wanted to include a limit to the 10-day parking renewal. Supervisor Reddy  
215 noted residents pay assessments and should be able to park. Supervisor Emery noted they used to have a  
216 pass in car windows previously, but the towing company established a different system. Supervisor Emery  
217 suggested they stay with the system they've been using.
- 218 - Mr. Sakellarides reported that they had looked into a system to run tags. He noted they system they had  
219 researched would cost about \$30 a month and would get the owner's identification and contact info. Ms.  
220 Thibault advised that they could run the tag through the software to find the real owner, which would allow  
221 them to file a police report if they don't live in the District. She asked Ms. Mood if the District could run a  
222 tag to find the owner of a vehicle if they had done damage to their physical property. Ms. Mood suggested  
223 that they would likely need the VIN as well. Ms. Thibault advised that they would not need the VIN. Ms.  
224 Mood noted that she was not aware of anything that would stop the District from running the tags if the  
225 service was provided at a commercial level. Mr. Sakellarides confirmed he would provide the software  
226 name for District Counsel.

- 227 - The Board detailed the monthly workshops, noting that they occur on the last Thursday of each month. The  
228 Board noted which Supervisors would attend which workshops, noting that Supervisor Reddy would attend  
229 the July 30 meeting, Supervisor Emery would attend in August, Vice Chair Halstead in September, and  
230 Supervisor Grossenbacher in October.
- 231 - The Board briefly discussed recycling, noting a lack of space for the necessary bins.
- 232 - It was noted that cameras would be needed at the entrance at Breezeway. Mr. Sakellarides advised that they  
233 were waiting for the pickleball nets and the little library to arrive. Supervisor Reddy suggested they send  
234 an email to the residents about the little library.
- 235 **2. Consideration to Approve Proposals for Water Fountain Installation:**
- 236 - Ms. Thibault advised that the Board could consider getting another proposal for a cooler system that would  
237 not require the District to get plumbing. The Board discussed pricing and the benefits of having the cooler.  
238 Ms. Thibault advised that they would bring comparative proposals to the next meeting.
- 239 **3. Consideration to Approve Soccer Goal Proposals – Pricing x2 (24x8)**
- 240 - Ms. Thibault presented the soccer goal proposals. Supervisor Emery emphasized the importance of  
241 providing children with a safe place to play. Ms. Thibault advised that the soccer goals would be temporary  
242 while the Board decided what to do with the field area. The Board discussed potential insurance needs. Mr.  
243 Sakellarides suggested one of the first two proposals, either Forza for \$2,999.99, or PEVO for \$2,430.

244 On a MOTION by Supervisor Grossenbacher, SECONDED by Supervisor Reddy, WITH ALL IN FAVOR, the Board  
245 Approved the PEVO Proposal for \$2,430 each; Dependent on EGIS and Liability with the Motion to be Revised if  
246 Necessary for the K-Bar Ranch II Community Development District.

- 247 **4. Consideration to Approve Dumpster Proposals (per month):**
- 248 - Ms. Thibault noted they were out of contract with their current provider, Waste Management, who was  
249 charging a total of \$741.31 for an 8-yard dumpster and once-a-week charge. The amenity team advised that  
250 their proposals were for 2-yard dumpsters. They advised that they might need a 4-yard dumpster. Ms. Mood  
251 advised that the proposal from Republic Services provided that each extra yard was an additional \$50 a  
252 month. The Board agreed for the amenity team to search for proposals for 4-yard dumpsters.
- 253 **5. Consideration to Approve Scheduling Software Pricing Proposals**
- 254 - Mr. Sakellarides presented the proposals, noting the specific attributes of each site. The Board asked if they  
255 had been receiving complaints about the way the tennis courts currently worked. They suggested leaving it  
256 as it is for now.
- 257 **6. Consideration to Approve Cooper Pools Proposal – Stenner Pump - \$727.31**

258 On a MOTION by Supervisor Emery, SECONDED by Supervisor Grossenbacher, WITH ALL IN FAVOR, the Board  
259 Approved the Cooper Pools Proposal for a Stenner Pump for \$723.31 for the K-Bar Ranch II Community Development  
260 District.

261 **F. District Manager**

- 262 **1. Discussion of Proposed Change in K-Bar Ranch II CDD O&M Methodology**
- 263 - Ms. Thibault reported that they had been approached to consider a change in methodology as to the O&M  
264 assessments allocation to consider employing a hybrid flat rate and enjoying a per-foot square-foot. She  
265 explained that they could not change the methodology on their bonds. Ms. Thibault reported that Haven  
266 had drafted a copy of what a change in the O&M assessment methodology would look like, noting that the  
267 villas would increase about \$960 annually, and the 65-footers would decrease about \$525 annually. She  
268 advised that the Haven cost to advance the methodology would be \$6,500. She reiterated that the  
269 methodology incorporated almost a flat rate. Supervisor Emery voted to keep it the same. Ms. Thibault

270 advised the Board that if they wished to advance through the Chapter 170 process, they would have to  
271 begin soon. After further discussion, the Board gave direction to not advance.

272 **G. District Counsel**

273 **1. Discussion of Certification of Bond Project Completion**

274 - Ms. Mood advised the Board that to move forward with using the balance of the construction and  
275 acquisition accounts on the Bond Series 21 and Series 17 to pay for a project like the pickleball courts, the  
276 Board would need to give direction to the District Engineer to move that project forward and update their  
277 capital improvement plan that was part of the bond offerings to present to the Bond Counsel. She noted  
278 another holdup was that their prior trustee on the Series 2017 bonds was the sole custodian of the prior  
279 requisitions, meaning the current trustee did not have copies of those documents. She advised that she had  
280 been making weekly requests for those documents.

281 - Ms. Mood updated the Board on SB382, noting that the legislature imposing limitations on motorized e-  
282 vehicles was signed by the officers of the legislature and presented to the governor. She advised that if the  
283 governor did not veto, it would go into effect on July 1.

284 **IV. Public Hearing on Rulemaking**

285 **A. Advertisements on Rulemaking**

286 **B. Open the Public Hearing**

287 On a MOTION by Vice Chair Halstead, SECONDED by Supervisor Emery, WITH ALL IN FAVOR, the Board Agreed  
288 to Open the Public Hearing for the K-Bar Ranch II Community Development District.

289 **C. Presentation of the:**

290 **1. Disbursement and Credit Card Authorization**

291 - Ms. Mood presented the disbursement and credit card authorization, explaining that that was where the  
292 spending authority for the district manager and staff came from, and was a few of the new items were paid  
293 for without needing the formality of new contracts.

294 **2. Holiday Lighting Policy**

295 - Ms. Mood briefly explained the policy. Ms. Thibault advised that Yum Kippur was not on the policy. Ms.  
296 Mood advised that the change could be included at this time. Ms. Thibault added Hanukkah to the list of  
297 holidays as well, noting the colors for both would be blue and white.

298 **3. Community Facilities Rules & Regulations and Form of Rental Agreement**

299 - Ms. Mood reported that the Board had made changes in the last year and that Haven had made updates and  
300 recommendations that they had added to the rules.

301 **4. Common Area Pond and Enforcement (Trespassing) Rule**

302 - Ms. Mood advised that there were individuals who were improperly using the ponds. Supervisor  
303 Grossenbacher asked about Exhibit 22 noting that it stated Pasco County instead of Hillsborough. Ms.  
304 Mood confirmed that they would revise those errors.

305 **5. Parking Enforcement Rule and Form of Agreement**

306 - Ms. Mood briefly explained the items being adopted. She noted the District Engineer would need to certify  
307 that all traffic signage was in conformance with the manual on Uniform Traffic Control Devices in order to  
308 get the traffic enforcement agreements in to be able to have a sheriff or police department in the District.  
309 Ms. Mood advised that they would have the sections and roads that were damaged stricken from the  
310 agreement. Supervisor Reddy asked for a solution for emergency overnight parking. Ms. Mood advised

311 that the Board was able to change the rules. She advised that roam towing was in their contract. Supervisor  
312 emery advised that the towing company had not been billing them for roam towing. Ms. Mood detailed that  
313 towing and removal procedures required that they have signage put in place. Supervisor Reddy emphasized  
314 the need for a solution for emergencies. The Board discussed parking permits or lists for no towing. Ms.  
315 Mood asked if the Board was looking to remove the rule that prohibited street parking in the District. The  
316 Board discussed public parking/non violation options, such as specific spots for one night of parking. They  
317 discussed the number of spots to use, what the signage should say, and how they would keep track of who  
318 had parked and how long they had parked. Ms. Mood advised that the new rules would have to be brought  
319 back for another public hearing as material change at the hearing was no longer permitted.

320 **6. Rules of Procedure**

321 - Ms. Mood briefly described the purpose of this exhibit.

322 **D. Public Comments on Rules**

323 - A resident commented on the ambiguity of the wording on some of the rules. She asked how a suspension  
324 for residents would work. Ms. Thibault advised that the decision would come before the board and detailed  
325 how the meeting would proceed. She noted that an instance or threat of physical violence towards her team  
326 would result in an immediate suspension. Ms. Mood advised that the common area pond and enforcement  
327 rules were standard, noting that all government property is not wide open to the public. She noted that every  
328 rule was based on a previous event and was written for a reason and noted that residents retain the right to  
329 appeal. The resident asked if they were referring to trespassers regarding the building or trespassers on  
330 common ground areas. Ms. Mood advised that they were referring to trespassing in the lake or pond areas.  
331 The resident asked who would be considered trespassing according to this policy. Ms. Mood detailed that  
332 anyone using e-bikes near the lake or pond, being disrespectful to the privacy of residents living near the  
333 ponds and lakes, swimming, boating, fishing, and any other use of the ponds would be considered  
334 trespassing. She noted that letting a pet run wild or parking on the grass near the ponds would be considered  
335 trespassing. Supervisor Reddy expressed concerns over limiting the public space. Ms. Mood reiterated that  
336 not all public property is open to the public the same way a sidewalk is. Vice Chair Halstead shared his  
337 opinion that the rule was disproportionate. Ms. Mood noted the rule was in response to resident requests.  
338 Supervisor Emery advised that they have had numerous residents whose homes are backed by a pond who  
339 have complained about people in their backyards, noting it as an invasion of privacy. She noted that there  
340 have also been several residents who have been upset that the Board was not enforcing the “no fishing”  
341 signs. One of the residents commented that the language in Exhibit 22 referring to the Common Area Pond  
342 Enforcement Rule should be more definitive in that it is addressing ponds. The Board agreed to bring this  
343 item back as well.

344 A resident asked about the charges for a public records request for contracts. Ms. Thibault advised that contracts are  
345 considered District records, so she would not charge for a simple request. She noted that a larger request would incur  
346 a charge if it took more than 15 minutes to compile.

347 **E. Close the Public Hearing**

348 On a MOTION by Supervisor Emery, SECONDED by Supervisor Grossenbacher, WITH ALL IN FAVOR, the Board  
349 Motioned to Close the Public Hearing for the K-Bar Ranch II Community Development District.

350 **F. Consideration to Adopt:**

351 1. **Resolution 2026-10 Disbursement and Credit Card Authorization**

352 On a MOTION by Supervisor Emery, SECONDED by Vice Chair Halstead, WITH ALL IN FAVOR, the Board Adopted  
353 Resolution 2026-10 Disbursement and Credit Card Authorization for the K-Bar Ranch II Community Development  
354 District.

355 **2. Resolution 2026-11 Holiday Lighting Policy**

- 356 - Bring this item back to the public hearing.

357 **3. Resolution 2026-12 Community Facilities Rules & Regulations and Form of Rental**  
358 **Agreement**

359 On a MOTION by Supervisor Emery, SECONDED by Supervisor Grossenbacher, WITH ALL IN FAVOR, the Board  
360 Adopted Resolution 2026-12 Community Facilities Rules & Regulations and Form of Rental Agreement for the K-Bar  
361 Ranch II Community Development District.

362 **4. Resolution 2026-13 Common Area Pond and Enforcement (Trespassing) Rule**

- 363 - Hold this for the public hearing in August.

364 **5. Resolution 2026-14 Parking Enforcement Rule and Form of Agreement**

- 365 - Hold this for the public hearing in August.

366 **6. Resolution 2026-15 Rules of Procedures**

367 On a MOTION by Supervisor Emery, SECONDED by Supervisor Grossenbacher, WITH ALL IN FAVOR, the Board  
368 Adopted Resolution 2026-15 Rules of Procedures for the K-Bar Ranch II Community Development District.

369 **V. Administrative Matters**

370 **A. Consent Agenda**

- 371 - Ms. Thibault presented the consent agenda. Supervisor Grossenbacher asked for consistency in the over  
372 and under variances in the Unaudited Financial Statements.

373 On a MOTION by Supervisor Grossenbacher, SECONDED by Supervisor Emery, WITH ALL IN FAVOR, the Board  
374 Approved the Consent Agenda for all of the Administrative Items for the K-Bar Ranch II Community Development  
375 District.

376 **VI. Other Introduced Items**

377 **A. Consideration to Approve Community Entrance Stop Sign Proposal**

- 378 - Ms. Thibault presented the exhibits under the Stop Sign proposal, explaining the stencil and the paint  
379 options.

380 On a MOTION by Vice Chair Halstead, SECONDED by Supervisor Emery, WITH ALL IN FAVOR, the Board Approved  
381 the Community Entrance Stop Sign Proposal for the K-Bar Ranch II Community Development District.

382 **B. Discussion on Vendor Agreement**

- 383 - Ms. Mood explained the agreement to the Board, noting that the District could pay the vendors directly and  
384 have the District collect funds. She noted sales tax as a possible con. Supervisor Grossenbacher suggested  
385 tying the contract expiration to the insurance certificate expiration date. Ms. Thibault advised that the  
386 monthly list the vendors would have to provide would rely on the honor system. Ms. Thibault advised  
387 against implementing the agreement immediately, suggesting instead a 2-week grace period to allow  
388 vendors to get their insurance in order. The Board discussed options regarding the agreements and  
389 paperwork. They issued direction for Ms. Mood to draft new agreements and direction to the amenity team  
390 to reach out to the vendors and inform them of the new agreement moving forward.

391 **C. Consideration to Approve Proposals for Summer Fun Event - \$1,959**

392 - Mr. Sakellarides presented the proposal.

393 On a MOTION by Supervisor Grossenbacher, SECONDED by Supervisor Emery, WITH ALL IN FAVOR, the Board  
394 Approved the Proposals for Summer Fun Event for \$1,959.9 with a Not to Exceed Amount of \$2,300 for the K-Bar  
395 Ranch II Community Development District.

396 **D. Discussion of Tennis Court Lights**

397 1. **Presentation of Original Agreement with Fast Dry Courts**

398 2. **Presentation of Revised Agreements with Fast Dry**

399 - Ms. Mood presented the proposal, noting the changes the company had made including a new business  
400 name, a new contract with slightly different terms, and a new venue in a different county. She advised that  
401 she had suggested changing the venue to Hillsborough County and noted that's he wasn't sure if they would  
402 be amendable to the changes she made. Ms. Thibault advised that the revised agreement was there, it was  
403 just up to the Board whether to sign or not. Ms. Mood advised that a Board member and District Counsel  
404 would have to travel to Pasco County if Fast Dry stuck to their terms.

405 - Ms. Thibault advised that the amenity team was looking for a new electrician as the previous electrician  
406 did not want to pay for legal counsel for such a small contract.

407 On a MOTION by Supervisor Grossenbacher, SECONDED by Vice Chair Halstead, WITH ALL IN FAVOR, the Board  
408 Approved the Revised Agreement with Fast Dry Courts for the K-Bar Ranch II Community Development District.

409 - The board agreed to search for a new electrician.

410 **VII. Audience Comments – New Business – (limited to 3 minutes per individual)**

411 - An audience member reported that the main monument's lights needed to be changed, that braces on the trees  
412 were dangling, and that there had been a tree leaning since the last hurricane.

413 **VIII. Supervisor Requests**

414 - Supervisor Grossenbacher noted that areas in the parking lot had damaged asphalt. The Board noted areas that  
415 needed to be pressure washed including the monument concrete slabs, mailbox kiosks, and fence monuments.  
416 The amenity team confirmed they would bring pressure wash proposals to the next meeting.

417 **IX. Adjournment**

418 On a MOTION by Supervisor Emery, SECONDED by Supervisor Grossenbacher, WITH ALL IN FAVOR, the Board  
419 Adjourned the Meeting at 11:55 for K-Bar Ranch II Community Development District.

420 ~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting  
421 is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including  
422 all testimony and evidence upon which the appeal is based.~  
423

424  
425 \_\_\_\_\_  
426 **Signature**

424  
425 \_\_\_\_\_  
426 **Signature**

427  
428  
429 \_\_\_\_\_  
430 **Printed Name**  Secretary  Assistant Secretary

427  
428  
429 \_\_\_\_\_  
430 **Printed Name**  Chairman  Vice Chairman

