



Rizzetta & Company

# **K-Bar Ranch Community Development District**

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**Board of Supervisors' Meeting  
February 5, 2020**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813-994-1001**

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

## **K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT**

New Tampa Regional Library located at 10001 Cross Creek Blvd., Tampa, FL 33647

<b>Board of Supervisors</b>	Frank Morales Vicki Shuster John Bowersox Craig Margelowsky R. Dirk Selland	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Angel Montagna	Rizzetta & Company, Inc.
<b>District Counsel</b>	Vivek Babbar	Straley Robin & Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO RD • SUITE 100 • WESLEY CHAPEL, FL**  
**33544**

[WWW.KBARRANCHCDD.COM](http://WWW.KBARRANCHCDD.COM)

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**Board of Supervisors**  
**K-Bar Ranch Community**  
**Development District**

January 28, 2020

Dear Board Members:

The regular meeting of the Board of Supervisors of the K-Bar Ranch Community Development District will be held on **Wednesday, February 5, 2020 at 6:00 p.m.** at the New Tampa Regional Library located at 10001 Cross Creek Blvd., Tampa, FL 33647. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on December 4, 2019 ..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for November and December 2019 ..... Tab 2
- 4. STAFF REPORTS**
  - A. District Chairman
  - B. District Counsel
  - C. District Engineer
  - D. District Manager
- 5. BUSINESS ITEMS**
  - A. Presentation of Field Inspection Report and Landscaper's Response ..... Tab 3
  - B. Consideration of Proposal for Power Washing ..... Tab 4
  - C. Ratification of Pool Maintenance Agreement ..... Tab 5
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,  
[Angel Montagna](#)  
District Manager

# Tab 1

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**MINUTES OF MEETING**

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

**K-BAR RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the K-Bar Ranch Community Development District was held on **Wednesday, December 4, 2019 at 6:00 p.m.** at the New Tampa Regional Library, located at 10001 Cross Creek Blvd., Tampa, FL 33647.

Present and constituting a quorum were:

Frank Morales	<b>Board Supervisor, Chairman</b>
Vicki Shuster	<b>Board Supervisor, Vice Chairman</b>
John Bowersox	<b>Board Supervisor, Assistant Secretary</b>
R. Dick Selland	<b>Board Supervisor, Assistant Secretary</b>
Craig Margelowsky	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Angel Montagna	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Vivek Babbar	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Tonja Stewart	<b>District Engineer, Stantec Consulting</b>
Tyree Brown	<b>Field Services Mgr., Rizzetta &amp; Company, Inc.</b>
Matt Mattos	<b>Representative, Yellowstone Landscaping</b>

Audience

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Montagna called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Ms. Montagna asked if there were any audience comments. There were no comments put forth.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held  
on November 6, 2019**

Ms. Montagna presented the November 6, 2019 meeting minutes. There was a change made to the meeting minutes under the Eighth Order of Business.

On a Motion by Mr. Margelowsky, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on November 6, 2019 as amended for K-Bar Ranch Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for October 2019**

Ms. Montagna presented the Operation and Maintenance Expenditures for October 2019.

On a Motion by Mr. Margelowsky, seconded by Ms. Shuster, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for October 2019 (\$101,516.23) as presented for K-Bar Ranch Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Chairman**

Mr. Morales gave updates regarding the following items:

- New Service for Pool
- Signs for Ponds at Laurel Vista
- Parking on Street – District Engineer will investigate ownership

A discussion ensued regarding light poles, fishing in ponds, and cows escaping.

The Board approved the following proposals (Attached as Exhibit "A"):

On a Motion by Mr. Morales, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved Jayman Enterprises proposal to repair Pavilion area (\$750.00) for K-Bar Ranch Community Development District.

On a Motion by Mr. Morales, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors approved the purchase of two Basketball Net and Backboard with Break Away Rim (\$4,850.00 total) for K-Bar Ranch Community Development District.

**B. District Counsel**

Mr. Babbar gave the Board a follow-up from the last meeting regarding the fence for the intersection by Laurel Vista. He stated that the HOA owns the tracts and the CDD owns the setbacks. (See attached Exhibit "B").

Mr. Babbar stated that he was monitoring the legislative sessions.

**C. District Engineer**

Ms. Stewart reviewed the request from M/I Homes for development that abuts Heron Preserve.

On a Motion by Mr. Margelowsky, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors approved M/I Homes' request regarding the property that abuts Heron Preserve according to the documents presented (see attached Exhibit "C") for K-Bar Ranch Community Development District.

Mr. Brown stated that some of the stormwater ponds have a burn ring around them. Ms. Stewart and Mr. Brown will work together on this issue.

Mr. Brown gave the Board an update on the pruning of the street trees. He will obtain proposals for this work to be discussed during the budget cycle.

**D. District Manager**

Ms. Montagna stated that the next Board of Supervisors' meeting will be held on Wednesday, January 2, 2020 at 6:00 p.m. at the New Tampa Regional Library.

A discussion ensued regarding the Heron Preserve monument and street signage.

**SIXTH ORDER OF BUSINESS**

**Presentation of Field Inspection Report and Landscaper's Responses**

Mr. Mattos presented and reviewed the Field Inspection Report and landscaper responses for November.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Yellowstone Report and Proposals**

Mr. Mattos presented and reviewed Yellowstone's Report and proposals.

On a Motion by Mr. Margelowsky, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved Yellowstone's proposal #38327 for 4 Japanese Blueberry Trees and Gator Bags (\$1,690.00) and proposal #38338 for Muhly Grass, Soil and Bahia Sod (\$892.00) for K-Bar Ranch Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Proposal for Basketball Nets and Backboard with Break Away Rims**

This item was approved earlier in the meeting.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposal to Level  
and Resurface Cement Slabs**

This item was approved earlier in the meeting.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Montagna asked if there were any Supervisor requests. Mr. Selland spoke about the speeding in an area in Laurel Vista.

Mr. Bowersox spoke about a strip of land by Stone Creek Townhomes that the CDD maintains. He spoke about who is responsible for the pressure washing of the sidewalk there.

Mr. Margelowsky made a motion have a memorial plaque on K-Bar Ranch Parkway for a death on K-Bar Parkway. There was no second to the motion and the motion failed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Montagna stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

<p>On a Motion by Mr. Morales, seconded by Mr. Margelowsky, with all in favor, the Board of Supervisors adjourned the meeting at 7:41 p.m. for K-Bar Ranch Community Development District.</p>
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Secretary / Assistant Secretary

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Chairman / Vice Chairman



# Exhibit A

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

Date	Estimate #
12/3/2019	550







Name / Address
K-Bar Ranch Angel Montagna 5844 Old pasco Rd. Wesley Chapel, Fl. 33544

			Project
Description	Qty	Rate	Total
Apply a cement all product to level the area on the front pavilion area and fix the holes and pivoted areas on the back pavilion. Paint to match with a masonry product. Price includes all labor and material.		750.00	750.00
Client Signature		<b>Total</b>	\$750.00

Best Deal:

<https://www.produnkhoops.com/>

**1-888-600-8545**

			
	<b>Diamond</b>	<b>Platinum</b>	<b>Gold</b>
Rating	 <b>4.91</b> 96 Reviews	 <b>4.91</b> 97 Reviews	 <b>4.87</b> 77 Reviews
Best For	Playground or Home Court <ul style="list-style-type: none"><li>• Demanding Athletes</li><li>• Competitive Players</li><li>• Family Fun</li></ul>	Playground or 3-Car+ Drive <ul style="list-style-type: none"><li>• Competitive Players</li><li>• Family Fun</li></ul>	Playground or 2-Car+ Drive <ul style="list-style-type: none"><li>• Competitive Players</li><li>• Family Fun</li></ul>
Backboard	72" x 42" x 1/2"(regulation)	72" x 42" x 1/2"(regulation)	60" x 36" x 1/2"
Pole	8" x 8"	6" x 6"	6" x 6"
Overhang	5'	4'	4'
List Price	<del>\$2,600.00</del>	<del>\$2,300.00</del>	<del>\$2,000.00</del>
Black Friday Discount	<b>-\$775.00</b>	<b>-\$651.00</b>	<b>-\$471.00</b>
Price From	<b><u>\$1,825.00</u></b>	<b><u>\$1,649.00</u></b>	<b><u>\$1,529.00</u></b>
	<a href="#">Full Details</a>	<a href="#">Full Details</a>	<a href="#">Full Details</a>

All have Break Away Pro Style Rims with Lifetime Warrantee for HANGING ON THE RIM!

## **Tab 2**

# K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · CITRUS PARK, FL 33625

## Operation and Maintenance Expenditures November 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$62,793.84**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

\_\_\_\_Assistant Secretary

# K-Bar Ranch Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Blue Water Aquatics, Inc.	001734	25955	Aquatic Service 10/19	\$ 2,055.00
Bright House Networks	001756	046393801111519	10511 Wild Tamarind Dr 11/19	\$ 158.94
Bright House Networks	001735	046395901102219	19181 Bassett Creek Dr 10/19	\$ 139.34
City of Tampa Utilities	001757	2133060 10/19	10511 Wild Tamarind Dr 10/19	\$ 56.10
City of Tampa Utilities	001757	2163299 10/19	19349 Water Maple Dr 10/19	\$ 5.50
Craig Margelowsky	001742	CM110619	BOS Meeting 11/06/19	\$ 200.00
Department of Economic Opportunity	001751	74259	Special District Fee FY 19/20	\$ 175.00
Frank E. Morales	001743	FM110619	BOS Meeting 11/06/19	\$ 200.00
Nvirotect Pest Control Service, Inc	001744	190576	Pest Control Account #9822 11/19	\$ 65.00
Phil Lentsch Office of Dynamics	001745	000029992	Four Books Copied 10/19	\$ 242.79
Republic Services LP	001736	0696-000834249	Disposal Service 11/19	\$ 133.31
Richard Dirk Selland	001748	RS110619	BOS Meeting 11/06/19	\$ 200.00
Rizzetta & Company, Inc.	001746	INV0000044483	District Management Services 11/19	\$ 4,193.34
Rizzetta Amenity Services, Inc.	001737	INV00000000006821	Amenity Management Services 11/19	\$ 1,076.41
Rizzetta Amenity Services, Inc.	001752	INV00000000006878	Bi-Weekly Payroll 11/19	\$ 286.77
Rizzetta Technology Services, LLC	001747	INV0000004863	Email & Website Hosting Services 11/19	\$ 175.00

# K-Bar Ranch Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securiteam, Inc.	001753	12560	Quarterly Monitoring 12/19-02/20	\$ 1,200.00
Signs of Tampa Bay, LLC	001741	SAR-7540	Parks & Recreation Signage 11/19	\$ 591.14
Straley Robin Vericker	001738	17660	Legal Services 10/19	\$ 210.00
Tampa Electric Company	001739	211004822469 10/19	Stonecreek TNHMS LD 929 10/19	\$ 629.54
Tampa Electric Company	001739	211004822964- 10/19	Bassett Creek Drive -10/19	\$ 2,641.34
Tampa Electric Company	001758	Electric Summary 11/19	Electric Summary 11/19	\$ 12,236.09
United Building Maintenance, Inc.	001740	312	Pool Cabana/Restroom Maintenance 11/19	\$ 600.00
United Building Maintenance, Inc.	001740	313	Janitorial Supplies 11/19	\$ 20.84
US Bank	001754	5528771	Trustee Fees Series 2011 10/1/19- 09/30/20	\$ 1,616.25
Victoria Shuster	001749	VS110619	BOS Meeting 11/06/19	\$ 200.00
Yellowstone Landscape	001755	TM 54359	Replace Cedar - Wild Tamarind Dr. 09/19	\$ 871.00
Yellowstone Landscape	001750	TM 57505	Monthly Landscape Maintenance 10/19	\$ 13,788.58
Yellowstone Landscape	001755	TM 63158	Monthly Landscape Maintenance 11/19	\$ 12,097.58
Yellowstone Landscape	001750	TM 63444	Irrigation Repairs 10/19	\$ 2,787.60

# K-Bar Ranch Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	001755	TM 65924	Irrigation Repairs 11/19	\$ 1,999.85
Yellowstone Landscape	001755	TM 65925	Irrigation Repairs 11/19	<u>\$ 1,941.53</u>
<b>Report Total</b>				<b><u>\$ 62,793.84</u></b>



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# K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · CITRUS PARK, FL 33625

## Operation and Maintenance Expenditures December 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$55,851.34**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

\_\_\_\_Assistant Secretary

## K-Bar Ranch Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bright House Networks	001782	046393801121519	10511 Wild Tamarind Dr 12/19	\$ 158.94
Bright House Networks	001769	046395901112219	19181 Bassett Creek Dr 11/19	\$ 139.34
City of Tampa	001759	S-24	A-04-27-20-99P-000000-D0000.0 Stormwater FY19/20	\$ 856.08
City of Tampa Utilities	001783	2133060 11/19	10511 Wild Tamarind Dr 11/19	\$ 63.70
City of Tampa Utilities	001783	2163299 11/19	19349 Water Maple Dr 11/19	\$ 5.50
Craig Margelowsky	001771	CM120419	BOS Meeting 12/04/19	\$ 200.00
Frank E. Morales	001772	FM120419	BOS Meeting 12/04/19	\$ 200.00
Horner Environmental Professionals, Inc.	001760	216113	10YR Wildlife Monitoring 11/19	\$ 995.00
John C. Bowersox	001770	JB120419	BOS Meeting 12/04/19	\$ 200.00
Mid Florida Tree Service, Inc.	001761	5106	Remove Tree - Wild Tamarind 08/19	\$ 875.00
Nvirotect Pest Control Service, Inc	001779	192862	Pest Control Account #9822 12/19	\$ 65.00
Phil Lentsch	001773	00030220	Four Books Copied 11/19	\$ 172.79

# K-Bar Ranch Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Poseidon Pool Services, LLC	001762	16350	Monthly Pool Service 11/19	\$ 400.00
Republic Services LP	001763	0696-000840254	Disposal Service 12/19	\$ 133.22
Richard Dirk Selland	001775	RS120419	BOS Meeting 12/04/19	\$ 200.00
Rizzetta & Company, Inc.	001764	INV0000045182	District Management Services 12/19	\$ 4,193.34
Rizzetta Amenity Services, Inc.	001774	INV00000000006908	Amenity Management Services 11/19	\$ 346.22
Rizzetta Technology Services, LLC	001765	INV0000004947	Email & Website Hosting Services 12/19	\$ 175.00
Rust Off, LLC	001766	23585	Rust Prevention 11/19	\$ 595.00
Rust Off, LLC	001780	23959	Rust Prevention 12/19	\$ 595.00
Stantec Consulting Services Inc	001777	1591899	Engineering Services 11/19	\$ 1,194.00
Straley Robin Vericker	001767	17751	Legal Services 11/19	\$ 975.00
Tampa Electric Company	001778	211004822469 11/19	Stonecreek TNHMS LD 929 11/19	\$ 629.54
Tampa Electric Company	001778	211004822964- 11/19	Bassett Creek Drive -11/19	\$ 2,641.34

# K-Bar Ranch Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tampa Electric Company	001784	Electric Summary 12/19	Electric Summary 12/19	\$ 12,215.96
United Building Maintenance, Inc.	001768	314	Pool Cabana/Restroom Maintenance 12/19	\$ 600.00
United Building Maintenance, Inc.	001768	315	Janitorial Supplies 12/19	\$ 35.71
Victoria Shuster	001776	VS120419	BOS Meeting 12/04/19	\$ 200.00
Yellowstone Landscape	001781	TM 68404	Irrigation Repair 11/19	\$ 262.08
Yellowstone Landscape	001781	TM 70455	Monthly Landscape Maintenance 12/19	\$ 13,788.58
Yellowstone Landscape	001781	TM 70542	Annual Mulch 11/19	\$ <u>12,740.00</u>
<b>Report Total</b>				<b>\$ <u>55,851.34</u></b>

## **Tab 3**

# Pool Maintenance and Service Agreement

This Pool Maintenance and Service Agreement (this “**Agreement**”) is entered into as of December 1, 2019, between the **K-Bar Ranch Community Development District** (the “**District**”), whose mailing address is c/o Rizzetta & Company 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 and **Proteus Pool Services, LLC**, a Florida limited liability company (the “**Contractor**”), whose mailing address is 20131 Picasso Ct., H103, Tampa, FL 34637.

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District owns and operates a swimming pool facility at its amenity center located at 10511 Wild Tamarind Drive, Tampa, Florida 33647 and desires certain pool maintenance services. The Contractor provides pool maintenance services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Scope of Services.**
  - a. The Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth below:
    - i. Water analysis and record keeping required by the State of Florida and performed with State of Florida approved Taylor test kit.
    - ii. Balancing of the water chemistry to include chlorine, Ph, calcium hardness, total alkalinity, and cyanuric acid.
    - iii. Vacuuming the pool as needed as well as netting leaves and debris from the pool as necessary.
    - iv. Brushing of the pool and cleaning of the ceramic tile.
    - v. Emptying of the skimmer basket and pump basket.
    - vi. Back washing of the DE grids and regeneration of the grids.
    - vii. Contractor shall furnish all chemical products necessary to provide a safe bathing environment and to meet requirements of the Hillsborough County Health Department.
  - b. Service will be provided on Mondays, Wednesdays and Fridays, subject to modification if weather is prohibitive to a safe working environment.
  - c. Additionally, in an instance where the chemical balance is not at recommended safe levels, Contractor will notify the District and close the pool while chemicals are being adjusted. Contractor will post a “Pool Closed for Maintenance” sign on the entry gate. After the proscribed period of time, Contractor will return to re-test the water balance and remove the “Pool Closed for Maintenance” sign.
  - d. Contractor will provide a written report of work performed and a copy of the chemical log each week with notification of any problem areas that are in need of attention. A locked drop box will be located within the cabana area where this report may be deposited each week.
  - e. Any costs associated with a second visit to re-test the water will not be considered an emergency visit.

- f. Pool equipment such as vacuum hoses with attachments, extension poles, cleaning net, etc. will be provided by District.
3. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of \$400.00 per month. Contractor shall provide the District with an invoice for the work performed in the previous month. The District shall pay Contractor within 45 days of receipt of the invoice.
  4. **Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent one year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
  5. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
  6. **Damage to Property.** The Contractor shall be responsible for any damage caused by Contractor's negligence.
  7. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing.
  8. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
  9. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder.
  10. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
  11. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or



demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- 12. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District 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 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 this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the information technology systems of the District.

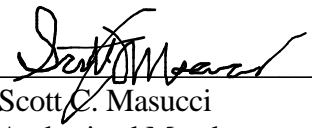
**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.**

- 13. Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the Pasco County, Florida.
- 14. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 15. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 16. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 17. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

- 18. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 19. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
- 20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 21. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF**, the District and Contractor have caused this Agreement to be executed as of the date first above written.

**Proteus Pool Services, LLC**

  
\_\_\_\_\_  
Scott C. Masucci  
Authorized Member

**K-Bar Ranch  
Community Development District**

\_\_\_\_\_  
Frank Morales  
Chair of the Board of Supervisors