



Rizzetta & Company

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

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**Board of Supervisors Meeting  
October 6, 2021**

**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**

K Bar Ranch Amenity Center 10820 Mistflower Lane, Tampa, FL 33647

<b>Board of Supervisors</b>	Vicki Shuster Dr. Christiane Rinck John Bowersox Edmund Radigan Cynthia Gustavel	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lynn Hayes	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 · Wesley Chapel, Florida (813) 944-1001

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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

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

October 5, 2021

## REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the K-Bar Ranch Community Development District will be held on **Wednesday, October 6, 2021 at 6:00 p.m.** at the K-Bar Ranch II Amenity Center, located at 10820 Mistflower Lane, Tampa, FL 33647. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Discussion of Bond Refunding Matters
  - B. Consideration of the Minutes of the Board of Supervisors Meeting on September 1, 2021 ..... Tab 1
  - C. Consideration of Operation and Maintenance Expenditures for August 2021 ..... Tab 2
- 4. STAFF REPORTS**
  - A. District Chairman
  - B. District Counsel
  - C. District Engineer
  - D. District Manager Report.....Tab 3
- 5. BUSINESS ITEMS**
  - A. Presentation of Field Inspection Report..... Tab 4
  - B. Presentation of Field Inspection Report with Landscaper's Comments..... Tab 5
  - C. Presentation of Yellowstone Landscape Report ..... Tab 6
  - D. Consideration of Bluewater Aquatic Quotes and Management Agreement ..... Tab 7
  - E. Presentation of Aquatics Report ..... Tab 8
  - F. Ratification of Yellowstone Quote ..... Tab 9
  - G. Consideration of Pressure Washing Quote..... Tab 10
  - H. Consideration of a Laurel Vista Fence Install on CDD Property ..... Tab 11
  - I. Ratification of Egis Insurance Proposal ..... Tab 12
  - J. Continued Discussion about Property Ownership and Maintenance of Common Areas ..... Tab 13
  - K. Discussion of Hillsborough County Trash Collection Service Contract..... Tab 14

**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,  
[Lynn Hayes](#)  
District Manager

## **Tab 1**

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, September 1, 2021 at 6:01 p.m.**, at the K Bar Ranch II Amenity Center located at 10820 Mistflower Lane, Tampa, FL 33647.

Present and constituting a quorum were:

Vicki Shuster	<b>Board Supervisor, Chair</b>
Dr. Christiane Rinck	<b>Board Supervisor, Vice Chair</b>
Edmund Radigan	<b>Board Supervisor, Assistant Secretary</b>
Cynthia Gustavel	<b>Board Supervisor, Assistant Secretary</b>
John Bowersox	<b>Board Supervisor, Assistant Secretary</b>

Also present:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Vanessa Steinerts	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Jason Liggett	<b>Field Services, Rizzetta &amp; Company, Inc.</b>
	<i>(via conf call)</i>
Josh Oliva	<b>Representative, Yellowstone Landscape</b>
Virgil Stoltz	<b>Representative, Blue Water Aquatics</b>
Tonja Stewart	<b>District Engineer, Stantec Consulting</b>
Sara Zare	<b>Representative, MBS Capital Markets</b>
	<i>(via conf call)</i>

Audience	None.
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Zare from MBS Capital Markets discussed and investment banking agreement and the opportunity to refinance the District's bonds. She agreed to solicit bids from various banks to try and reduce the interest rate for the District and confirmed there is no

compensation to her unless the District agrees to refinance. She plans to attend the October 6, 2021 meeting to present her findings.

On a Motion by Ms. Shuster, seconded by Mr. Radigan, with all in favor, the Board of Supervisors approved to proceed with the potential refunding opportunity underwriting services with MBS Capital Markets, LLC, for K-Bar Ranch Community Development District.

On a Motion by Ms. Shuster, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors agreed to obtain additional pricing and term options from MBS Capital Markets, LLC at the October 6, 2021 meeting, for K-Bar Ranch Community Development District.

### THIRD ORDER OF BUSINESS

#### Consideration of the Minutes of the Board of Supervisors Meeting held on August 4, 2021

Mr. Hayes presented the Minutes of the Board of Supervisors Meeting held on August 4, 2021 and asked if there were any amendments necessary. There were changes made to line 142 and 182 stating there was one individual who voted against the adoption of the final budget and certifying the assessment roll.

On a Motion by Ms. Gustavel, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved the Meeting Minutes of the Board of Supervisors meeting held on August 4, 2021 as amended, for K-Bar Ranch Community Development District.

### FOURTH ORDER OF BUSINESS

#### Consideration of the Operation and Maintenance Expenditures for July 2021.

Mr. Hayes presented the Operation and Maintenance Expenditures for July 2021.

On a Motion by Mr. Bowersox, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for July 2021 (\$53,151.45) as presented, for K-Bar Ranch Community Development District.

### FIFTH ORDER OF BUSINESS

#### Staff Reports

#### A. District Chairman

Ms. Shuster provided updates on the progress of fencing along Wild Tamarind Drive. She indicated they are having issues getting the materials and will install the four additional fence panels in the next couple weeks. She also brought up concern with graffiti on TECO electric boxes on Basset

Creek Drive and asked who is responsible to have the graffiti removed. Mr. Radigan offered to contact TECO Electric to determine if they need to remove the graffiti

**B. District Counsel**

No report.

**C. District Engineer**

No report.

**D. District Manager**

Mr. Hayes stated that the next Board of Supervisors meeting will be held on Wednesday, October 6, 2021 at 6:00 p.m. at the K Bar Ranch II Amenity Center located at 10820 Mistflower Lane, Tampa, FL 33647.

**SIXTH ORDER OF BUSINESS**

**Presentation of Field Inspection Report- August 2021**

Mr. Liggett presented the Field Inspection Report dated August 23, 2021. There was discussion about removing a red truck parked on the street. Mr. Bowersox has been in contact with the owner and commented that the air brakes are frozen and the owner will have the vehicle removed. If there is any damage to the sod, the vehicle owner needs to pay for replacement of the sod.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Field Inspection Report with Landscaper's Comments**

Mr. Oliva discussed his field service report and comments.

**EIGHTH ORDER OF BUSINESS**

**Presentation of Yellowstone's Landscape Report**

Mr. Oliva and Mr. Liggett discussed the field service report and comments.

On a Motion by Ms. Shuster, seconded by Mr. Radigan, with all in favor, the Board of Supervisors approved the Yellowstone Proposal #152855 for the fall annual plantings at a cost of \$1,080.00, for the K-Bar Ranch Community Development District.

**NINTH ORDER OF BUSINESS**

**Presentation of Aquatics Report**

Mr. Stoltz presented the aquatics report. He informed the Board that the company is going paperless so the format of the monthly reports will be sent digitally through email.



**TENTH ORDER OF BUSINESS**

**Consideration of Yellowstone  
Landscape Proposal**

Mr. Hayes presented the Yellowstone Landscape Proposal to remove the ornamental grass obstructing the view located on Wild Tamarind.

On a Motion by Ms. Shuster, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors ratified the Yellowstone Proposal # 149142 for \$3,413.83, for the K Bar Ranch Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of New Tampa Fence  
Dog Park Quote**

The Board tabled this proposal for this location but may consider placing a dog park at the Amenity Center at a future date.

**TWELFTH ORDER OF BUSINESS**

**Discussion of Property Ownership  
and Maintenance of Common Areas**

The District Engineer stated the property appraiser website is inaccurate. The boundary location of HOA and CDD. Discussion ensued about property ownership and maintenance of common areas.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Radigan stated he no longer would like a printed agenda prior to the meetings.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Mr. Bowersox seconded by Ms. Gustavel, with all in favor, the Board of Supervisors adjourned the meeting at 8:38 p.m. for K-Bar Ranch Community Development District.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

## **Tab 2**

# K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT



District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.kbarcdd.org](http://www.kbarcdd.org)

## **Operation and Maintenance Expenditures August 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$60,601.82**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_ Assistant Secretary

## K-Bar Ranch Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Blue Water Aquatics, Inc.	2301	27804	Aquatic Service 07/21	\$ 2,055.00
Bright House Networks	20210825-1	46393801071521	10511 Wild Tamarind Dr 07/21	\$ 232.97
Christiane Rinck	2307	CR080421	Board of Supervisors Meeting 08/04/21	\$ 200.00
City of Tampa Utilities	2289	2133060 06/21	10511 Wild Tamarind Dr 06/21	\$ 99.12
City of Tampa Utilities	2316	2133060 07/21	10511 Wild Tamarind Dr 07/21	\$ 172.51
City of Tampa Utilities	2289	2163299 06/21	19349 Water Maple Dr 06/21	\$ 8.70
City of Tampa Utilities	2316	2163299 07/21	19349 Water Maple Dr 07/21	\$ 8.25
Cynthia Gustavel	2302	CG080421	Board of Supervisors Meeting 08/04/21	\$ 200.00
Edmund P Radigan	2306	ER080421	Board of Supervisors Meeting 08/04/21	\$ 200.00
JBW Designs, LLC dba Poop 911	2305	4596126	10 Stations Filled/Emptied 07/21	\$ 237.90
Jeremy T. Crawford	2303	1650	Pressure Wash (26) Pillars - KBar Parkway 08/21	\$ 910.00

## K-Bar Ranch Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
John C. Bowersox	2304	JB080421	Board of Supervisors Meeting 08/04/21	\$ 200.00
K-Bar Ranch CDD	CD015	CD015	Debit Card Replenishment	\$ 239.31
K-Bar Ranch II CDD	2290	60221	Board of Supervisors Meeting Room Rental 06/02/21	\$ 100.00
K-Bar Ranch II CDD	2313	80421	Board of Supervisors Meeting Room Rental 08/04/21	\$ 100.00
K-Bar Ranch II CDD	2290	OMR0621-1	Landscape Cost Share 06/21	\$ 3,500.00
K-Bar Ranch II CDD	2317	OMR0721-1	Landscape Cost Share 07/21	\$ 3,500.00
Nvirotect Pest Control Service, Inc	2314	241571	Pest Control Account #9822 08/21	\$ 65.00
Republic Services #696	2292	0696-000962754	Disposal Service 08/21	\$ 192.08
Rizzetta & Company, Inc.	2293	INV0000060314	District Management Services 08/21	\$ 4,193.34
Rizzetta Amenity Services, Inc.	2294	INV00000000008900	Amenity Management Services 06/25/21	\$ 750.14
Rizzetta Amenity Services, Inc.	2294	INV00000000008967	Amenity Management Services 07/23/21	\$ 856.25

## K-Bar Ranch Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Amenity Services, Inc.	2315	INV00000000008990	Amenity Management Services 08/06/21	\$ 1,704.57
Rizzetta Technology Services, LLC	2295	INV0000007796	Email & Website Hosting Services 08/21	\$ 175.00
Rust Off, LLC	2308	31199	Rust Prevention 07/21	\$ 595.00
Scott C. Masucci	2291	kbaro20	Pool Service 07/21	\$ 400.00
Straley Robin Vericker	2296	20036	Legal Services 06/21	\$ 2,474.00
Straley Robin Vericker	2310	20165	Legal Services 07/21	\$ 442.70
Tampa Electric Company	2298	211004822469	Stonecreek TNHMS LD 929 07/21	\$ 624.61
Tampa Electric Company	2298	211004822964	Bassett Creek Drive 07/21	\$ 2,834.40
Tampa Electric Company	20210812-1	Electric Summary 07/21	Electric Summary 07/21	\$ 13,913.35
Times Publishing Company	2297	0000167500 07/14/21	Legal Advertising 07/21	\$ 420.50
United Building Maintenance, Inc.	2299	350	Pool Cabana/Restroom Maintenance 08/21	\$ 600.00

## K-Bar Ranch Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
United Building Maintenance, Inc.	2299	351	Janitorial Supplies 08/21	\$ 8.16
US Bank	2311	6203514	Trustee Fees Series 2014 O 07/01/21-06/30/22	\$ 4,089.11
US Bank	2311	6203515	Trustee Fees Series 2014 Q 07/01/21-06/30/22	\$ 4,089.11
Victoria Shuster	2309	VS080421	Board of Supervisors Meeting 08/04/21	\$ 200.00
Yellowstone Landscape	2300	TM 236876	Monthly Landscape Maintenance 07/21	\$ 9,242.58
Yellowstone Landscape	2300	TM 246262	Replace Valve #25 - Zone #25 07/21	<u>\$ 768.16</u>
Report Total				<u>\$ 60,601.82</u>

## **Tab 3**





Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Meeting:** November 03, 2021 @ 6:00 PM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seat 1, Pete R, Seat 4 John B, Seat 5 Christie R):** November 9, 2022
- **Series 2016 Bonds Eligible for Refunding:** May 1, 2021
- **Hillsborough County Trash Collection Service Contracts:** January 31, 2022

## District Manager's Report

October 6

# 2021

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D

#### FINANCIAL SUMMARY

8/31/2021

General Fund Cash & Investment Balance: \$1,067,064

Reserve Fund Cash & Investment Balance: \$393,969

Debt Service Fund Investment Balance: \$652,099

**Total Cash and Investment Balances: \$2,113,132**

**General Fund Expense Variance: \$170,270 Under Budget**

## Tab 4

# K BAR RANCH

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## FIELD INSPECTION REPORT



September 28, 2021  
Rizzetta & Company  
Jason Liggett - Field Services Manager



Rizzetta & Company  
Professionals in Community Management



# SUMMARY & K-Bar Ranch

## General Updates, Recent & Upcoming Maintenance

- ❖ During my inspection site conditions were pretty good.
- ❖ Make sure we spreading mow duff as best we can during mowing services of the lakes.

The following are action items for Yellowstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.

1. Treat the Nutsedge in the Saint Augustine around the pool area with e selective herbicide.
2. Diagnose and treat the declining bird of paradise on the East side of the amenity center.
3. Monitor newly installed begonias to insure we have the best results.
4. Treat the Wild Tamarind Drive ROW for turd weeds.
5. **The vine pressure it still growing in the Schilling Hollies at the corner of Wild Tamarind Drive and Bassett Creek Drive. Please pull vines from the base of the material to prevent regrowth.**
6. **Diagnose and treat the browning Fakahatchee Grass at the main entrance to Kbar Ranch.**
7. Remove the weeds in between the Hollies and the Fakahtache grass at the outbound side of the main entrance.
8. During my inspection, the red truck was still parked on CDD turf areas on Bassett Creek Drive.



## **Tab 5**

# K BAR RANCH

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## FIELD INSPECTION REPORT



September 28, 2021  
Rizzetta & Company  
Jason Liggett - Field Services Manager



Rizzetta & Company  
Professionals in Community Management



# SUMMARY & K-Bar Ranch

## General Updates, Recent & Upcoming Maintenance

- ❖ During my inspection site conditions were pretty good.
- ❖ Make sure we spreading mow duff as best we can during mowing services of the lakes.

The following are action items for Yellowstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. **Blue** indicates irrigation.

1. Treat the Nutsedge in the Saint Augustine<sup>1</sup> around the pool area with a selective herbicide.
2. Diagnose and treat the declining<sup>3</sup> bird of paradise on the East side of the amenity center.
3. Monitor newly installed begonias<sup>4</sup> to insure we have the best results.
4. Treat the Wild Tamarind Drive<sup>5</sup> ROW for turf weeds.
5. The vine pressure<sup>6</sup> is still growing in the Schilling Hollies at the corner of Wild Tamarind Drive and Bassett Creek Drive. Please pull vines from the base of the material to prevent regrowth.
6. Diagnose and treat the browning<sup>7</sup> Fakahatchee Grass at the main entrance to Kbar Ranch.
7. Remove the weeds in between<sup>8</sup> the Hollies and the Fakahtache grass at the outbound side of the main entrance.

8. During my inspection, the red truck was still parked on CDD turn<sup>2</sup> areas on Bassett Creek Drive.



# Summary of Comments on Slide 1

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Page: 2

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Number: 1 Author: joliva Subject: Sticky Note Date: 10/5/2021 8:57:11 AM  
All St. Augustine at K-Bar I Clubhouse treated with Selective Herbicide.

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Number: 2 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:13:50 AM

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Number: 3 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:00:31 AM  
All shrubs at Amenity Center treated with curatives and preventatives as well as being drenched with Micro -Nutrients to improve Vigor.

---

Number: 4 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:02:04 AM  
Will continually monitor annuals for any pests or fungus. Treat as needed.

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Number: 5 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:04:06 AM  
Turf weeds will be treated week of 10/11/21

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Number: 6 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:10:06 AM  
All vines will be removed at base on hollies throughout with upcoming service.

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Number: 7 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:12:08 AM  
Fakahatchee have been treated for spider mites. Will be cut back with Service to remove pent foliage.

---

Number: 8 Author: joliva Subject: Sticky Note Date: 10/5/2021 9:13:45 AM  
Weeds at specified bed have been hand pulled, removed and sprayed.

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## **Tab 6**



Josh Oliva  
Yellowstone

# K-BAR RANCH 9/24/21, 6:10 PM

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Josh Oliva

Friday, September 24, 2021

Prepared For Rizzetta

7 Observations Identified



## **OVERALL LANDSCAPING**

Property Manager

Overall healthy landscape



## **SHRUB VINES**

YL Crew

Continue to keep shrubs free of any vines.



## **FAKAHATCHEE GRASS CUT BACK**

YL Crew

Cut back spent foliage on the Faks along Basset creek that were affected by spider mites. Grasses have been treated with a contact and systemic insecticide to eliminate pests. Micro nutrient drenching applied as well. Follow up application applied on 9/20/2021.



## **BOTTLE BRUSH REPLACEMENT FOLLOW UP**

Property Manager

Newly installed bottlebrush at access gate at back of pool in good health and starting to establish themselves.





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## **PALM TREES**

Property Manager

Palms are being trimmed as needed throughout the property to appear neat and clean at all times.

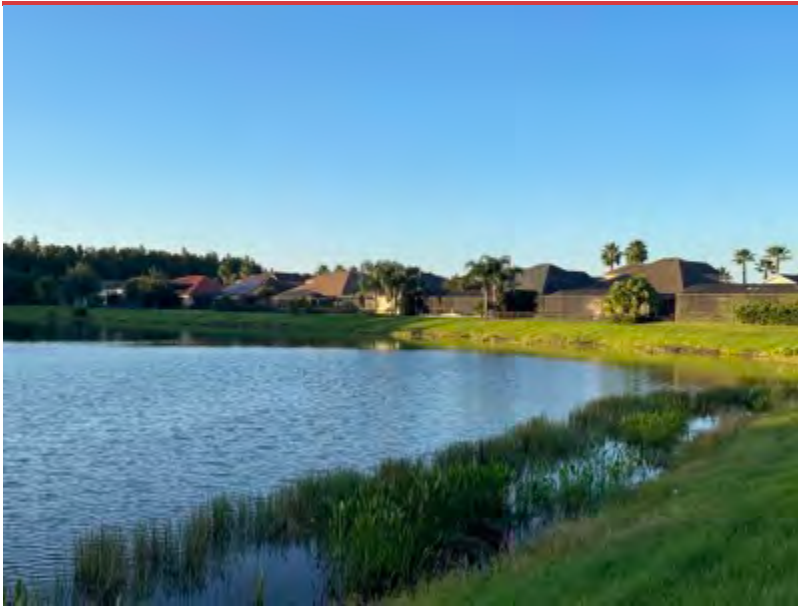


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## **TURF QUALITY**

Property Manager

Turf throughout has uniform color and in great health. All sod Replacement areas are fully established.



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## **POND MOWING**

Property Manager

Pond mowing is being completed throughout K-Bar Ranch. 6 total ponds inside of the Laurel Vista community have been approved for Yellowstone to mow for the weeks of 9/20/2021 & 9/27/2021. The 6 Ponds in the LV community will be maintained regularly by Yellowstone upon approval of provided proposal to amend the pond maintenance to the contract.

## **Tab 7**



## Special Service Agreement

This agreement, dated **September 23, 2021**, is made between Blue Water Aquatics, Inc. and Customer:

**K-Bar Ranch CDD I  
C/O Rizzetta & Company  
3434 Colwell Ave. Suite 200  
Tampa, FL 33614**

Both Customer and Blue Water Aquatics, Inc. agree to the following terms and conditions:

1. **General Conditions:** Blue Water Aquatics, Inc. will provide the following services:

**ITEM A:** Provide and install *Bio Safe Systems' Green Clean Pond Block at 10 lbs. per 5 acre-feet per pond for initial treatment. Then add 5 lbs. per 5 acre-feet per pond every other month. The blocks will be hung under duck decoys, 2 decoys per pond. Decoys will be anchored in place via weight on a line and a line running to shore and anchored at edge of water (for future retrieval) Program will be for one year to see if algal blooms reduce in frequency.*

Ponds to be used are:

Pond 101 (1.24 surface acre – 7.44 acre-feet)  
Pond A (0.91 surface acre – 5.46 acre-feet)  
Pond 601 (1.22 surface acre – 7.32 acre-feet)

2. **Contract Services:** Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific water management services:

**ITEM A COST: All Labor & Materials for 1st year program invoiced monthly for budgeting purposes. \$1,140.00 first year = \$95.00/month**

3. **Schedule of payment:** Customer agrees to pay Blue Water Aquatics, Inc. within thirty (30) days of invoice at Blue Water's office in New Port Richey, Florida.

  
Blue Water Aquatics, Inc.

\_\_\_\_\_  
CUSTOMER

  
DATE

\_\_\_\_\_  
DATE





## Special Service Agreement

This agreement, dated **September 23, 2021**, is made between Blue Water Aquatics, Inc. and Customer:

**K-Bar Ranch CDD I  
C/O Rizzetta & Company  
3434 Colwell Ave. Suite 200  
Tampa, FL 33614**

Both Customer and Blue Water Aquatics, Inc. agree to the following terms and conditions:

1. **General Conditions:** Blue Water Aquatics, Inc. will provide the following services:

**ITEM A:** Provide herbicide and labor to treat all the invasive grass, West Indian Marsh Grass (WIMG), growing within any wetlands and pond littoral shelves. Only aquatic glyphosate herbicide will be used on the WIMG as not to impact any trees or other good aquatic plants. *Start date will be determined once water levels recede. Most likely around December 2021 or January 2022.*

2. **Contract Services:** Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific water management services:

**ITEM A COST: All Labor & Materials for West Indian Marsh Grass Treatment**  
**\$4,500.00**

3. **Schedule of payment:** Customer agrees to pay Blue Water Aquatics, Inc. within thirty (30) days of invoice at Blue Water's office in New Port Richey, Florida.

  
Blue Water Aquatics, Inc.

\_\_\_\_\_  
CUSTOMER

  
DATE

\_\_\_\_\_  
DATE



## Special Service Agreement

This agreement, dated **September 23, 2021**, is made between Blue Water Aquatics, Inc. and Customer:

**K-Bar Ranch CDD I  
C/O Rizzetta & Company  
3434 Colwell Ave. Suite 200  
Tampa, FL 33614**

Both Customer and Blue Water Aquatics, Inc. agree to the following terms and conditions:

1. **General Conditions:** Blue Water Aquatics, Inc. will provide the following services:

**ITEM A:** Herbicide Treatment ONLY targeting invasive vines such as Air Potato and Fox Grape growing on outer edges of wetlands and wetland buffers. Blue Water Aquatics will supply all labor and herbicide (**Garlon 4 Ultra + Bark penetrating oil**) to treat all the invasive vines mentioned above. A follow up treatment will be performed one month after initial treatment in case any targeted vines were missed. Treatment method will be basal bark which each swiped at chest high with Herbicide. No Vines will be removed from any trees, brush or structures and will be left to die off naturally.

2. **Contract Services:** Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific water management services:

**ITEM A COST: All Labor & Materials** **\$5,275.00**

3. **Schedule of payment:** Customer agrees to pay Blue Water Aquatics, Inc. within thirty (30) days of invoice at Blue Water's office in New Port Richey, Florida.

  
Blue Water Aquatics, Inc.

\_\_\_\_\_  
CUSTOMER

9-23-2021  
DATE

\_\_\_\_\_  
DATE

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## Aquatic Management Agreement

This Agreement, dated for October 1, 2021, is made between Blue Water Aquatics, Inc. (hereinafter "Blue Water Aquatics") located at 6727 Trouble Creek Rd. in New Port Richey, FL 34653, and **K-Bar Ranch CDD I** (hereinafter the "Customer"), c/o Rizzetta & Co., 3434 Colwell Ave, Ste 200, Tampa, FL 33614.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

**General Conditions:** Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

**34 Waterway                      48,065 Linear Feet                      56.10 Surface Acres @ NWL**

**Contract Term:** The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

**Contract Services:** Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ <b>Monthly Maintenance Program for Aquatic Weeds/Algae</b>	<b>\$2,260.00/month</b>
⇒ <b><i>Invasive Non-Native Plant Control</i></b>	<b>Included</b>
⇒ <b>Border Grass and Brush Control</b>	<b>Included</b>
⇒ <b>Algae and Submersed Aquatic Weed Control</b>	<b>Included</b>
⇒ <b>Pond Dye program (Where Needed)</b>	<b>Included</b>
⇒ <b>Water Testing (See Addendum)</b>	<b>Included</b>
⇒ <b>Aquatics Consulting</b>	<b>Included</b>
⇒ <b>Management Reporting</b>	<b>Included</b>

**Total Yearly Contract Amount Pond / Mitigation Maintenance    \$27,120.00/year**

**Pond Maintenance - Twelve (12) Inspections per Year, with treatments performed, as necessary. Follow-up treatments performed at no additional cost. \* Trash and Debris removal will consist of trash along pond shorelines and within reach of shorelines.**

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

**Payment of Services:** Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Zelle or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

K-Bar Ranch CDD I WMM 10-01-2021

HEADQUARTERS: 6727 Trouble Creek Road    ■    New Port Richey, FL 34653  
Phone: 727-842-2100    ■    Email: [Office@BlueWaterAquaticsInc.com](mailto:Office@BlueWaterAquaticsInc.com)





In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

**Early Termination:** In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice.

**Insurance:** Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty.

**Automatic Renewal:** This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year, but not to exceed a maximum of 5% per year in the aggregate. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

**Written Notice:** All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

**Addenda:** See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

**Aquatics Consulting:** Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

Blue Water Aquatics, Inc.

Customer

09/14/2021

Date

Date

K-Bar Ranch CDD I WMM 10-01-2021

HEADQUARTERS: 6727 Trouble Creek Road ■ New Port Richey, FL 34653

Phone: 727-842-2100 ■ Email: [Office@BlueWaterAquaticsInc.com](mailto:Office@BlueWaterAquaticsInc.com)



**Survey Sheet  
K-Bar Ranch CDD I  
Site & GEP Surveyed**

<b><u>Site #</u></b>	<b><u>Linear Footage (LF)</u></b>	<b><u>Total Acres @ NHWL</u></b>	<b><u>Sump Acres</u></b>	<b><u>Littoral Shelf Acres</u></b>
1	500	0.27	0.27	N/A
2	1,090	0.91	0.91	N/A
3	2,405	2.33	1.67	0.66
4	560	0.22	0.22	N/A
5	1,820	1.22	N/A	1.22
6	2,130	3.40	2.34	1.06
WPMP	2,470	7.51	7.51	N/A
WPMA	1,160	1.69	1.60	N/A
EWR-1	1,155	1.29	1.29	N/A
100	960	0.80	0.80	N/A
101	1,395	1.24	1.24	N/A
200	1,165	0.97	0.97	N/A
201	535	0.25	0.25	N/A
202	210	0.06	0.06	N/A
300	1,930	3.52	3.52	N/A
301	630	0.35	0.35	N/A
302	1,050	0.78	N/A	0.78
400	2,115	2.55	2.55	N/A
500	1,915	1.50	1.50	N/A
501	1,340	1.57	1.57	N/A
502	800	0.71	0.71	N/A
100L	1,445	1.70	1.70	N/A
200L	1,445	1.70	1.70	N/A
300L	1,975	2.15	2.15	N/A
400L	670	0.33	0.33	N/A
500L	2,635	3.52	3.52	N/A

K-Bar Ranch CDD I WMM 10-01-2021

HEADQUARTERS: 6727 Trouble Creek Road  New Port Richey, FL 34653

Phone: 727-842-2100  Email: [Office@BlueWaterAquaticsInc.com](mailto:Office@BlueWaterAquaticsInc.com)



**Survey Sheet  
K-Bar Ranch CDD I  
Site & GEP Surveyed**

<b><u>Site #</u></b>	<b><u>Linear Footage (LF)</u></b>	<b><u>Total Acres @ NHWL</u></b>	<b><u>Sump Acres</u></b>	<b><u>Littoral Shelf Acres</u></b>
600L	1,250	1.40	1.40	N/A
700L	2,125	2.87	2.87	N/A
701M	1,985	2.93	2.93	N/A
800L	800	0.26	0.26	N/A
100X	1,450	0.72	0.44	0.28
111X	1,725	2.82	2.82	N/A
112X	940	0.88	0.88	N/A
113X	2,285	1.68	1.68	N/A
<b>TOTAL</b>	<b>48,065</b>	<b>56.10</b>	<b>52.10</b>	<b>4.00</b>

**Site Map**  
**K-Bar Ranch CDD I**  
***(PONDS OUTLINED IN RED)***





## Tab 8

# BLUE WATER AQUATICS

## SERVICE REPORT

DATE: 9-14-21

CUSTOMER: H Bar I

AQUATECH: Melissa

ACCOUNT # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
300,400,500, 702	X			X			X	X		X		X		NO			Partly Cloudy
	X			X			X	X		X		X					
113x,111x,112x, 100,200,200L,	X			X			X	X				X					
300L,1000L,	X			X			X	X				X					
700L,500L,	X			X			X	X				X					
500L sump.	X			X			X	X				X					
300L,500L EWRI	X			X			X	X		X	X	X					
OBSERVATIONS/RECOMMENDATIONS treated watergrass, alligator weed, torpedo grass, chara, algae, duck weed, salvinia, primrose, spike rush, penny wort, babies tear																	

## BLUE WATER AQUATICS

*Aquatic & Environmental Services*

NEW PORT RICHEY, FL  
(727) 842-2100

- Algae & Aquatic Weed Control Programs
- Water Quality Testing
- Wetland Creation, Restoration & Management
- Lake Aeration Systems
- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

# BLUE WATER AQUATICS

## SERVICE REPORT

DATE: 9-15-21

CUSTOMER: K Bar I

AQUATECH: Melissa

ACCOUNT # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
1,2,3,FPM,	X			X			X	X				X		NO			Partly Cloudy
101,A,401,K,	X			X			X	X				X					
601,503,502	X			X			X	X				X					
6,1,501,202,	X			X			X	X				X					
201,302,301	X			X			X	X				X					

OBSERVATIONS/RECOMMENDATIONS treated water grass, penny wort, algae,  
torpedo grass, spike rush, alligator weed, babies tear,  
primrose, leasar weed,

## BLUE WATER AQUATICS

*Aquatic & Environmental Services*

NEW PORT RICHEY, FL  
 (727) 842-2100

- Algae & Aquatic Weed Control Programs
- Water Quality Testing
- Wetland Creation, Restoration & Management
- Lake Aeration Systems
- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

## Tab 9



Proposal #155473

Date: 09/15/2021

From: Joshua oliva

Proposal For

K-Bar Ranch I CDD  
c/o Rizzetta & Company, Inc.  
12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625

main:  
mobile:  
lhayes@rizzetta.com

Location

10511 Wild Tamarind DR  
Tampa, FL 33647

Property Name: K-Bar Ranch I CDD

Laurel Vista Pond Mowing

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
General Labor	1.00	\$235.00	\$235.00

Client Notes

Price to mow 6 ponds within the Laurel Vista Community 9/13/2021

Signature

x

SUBTOTAL \$235.00

SALES TAX \$0.00

TOTAL \$235.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: Vicki Shuster

Title: Chair

Date: 09/15/2021

Assigned To

Joshua oliva

Office:  
jstephens@yellowstonelandscape.com





Proposal #155491

Date: 09/15/2021

From: Joshua oliva

Proposal For

K-Bar Ranch I CDD  
c/o Rizzetta & Company, Inc.  
12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625

main:  
mobile:  
lhayes@rizzetta.com

Location

10511 Wild Tamarind DR  
Tampa, FL 33647

Property Name: K-Bar Ranch I CDD

Laurel Vista Pond Mowing

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
General Labor	1.00	\$235.00	\$235.00

Client Notes

Price to mow 6 ponds within the Laurel Vista Community for the week of 9/20/2021

Signature

x

SUBTOTAL \$235.00

SALES TAX \$0.00

TOTAL \$235.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: Vicki Shuster

Title: Chair

Date: 09/15/2021

Assigned To

Joshua oliva

Office:

jstephens@yellowstonelandscape.com

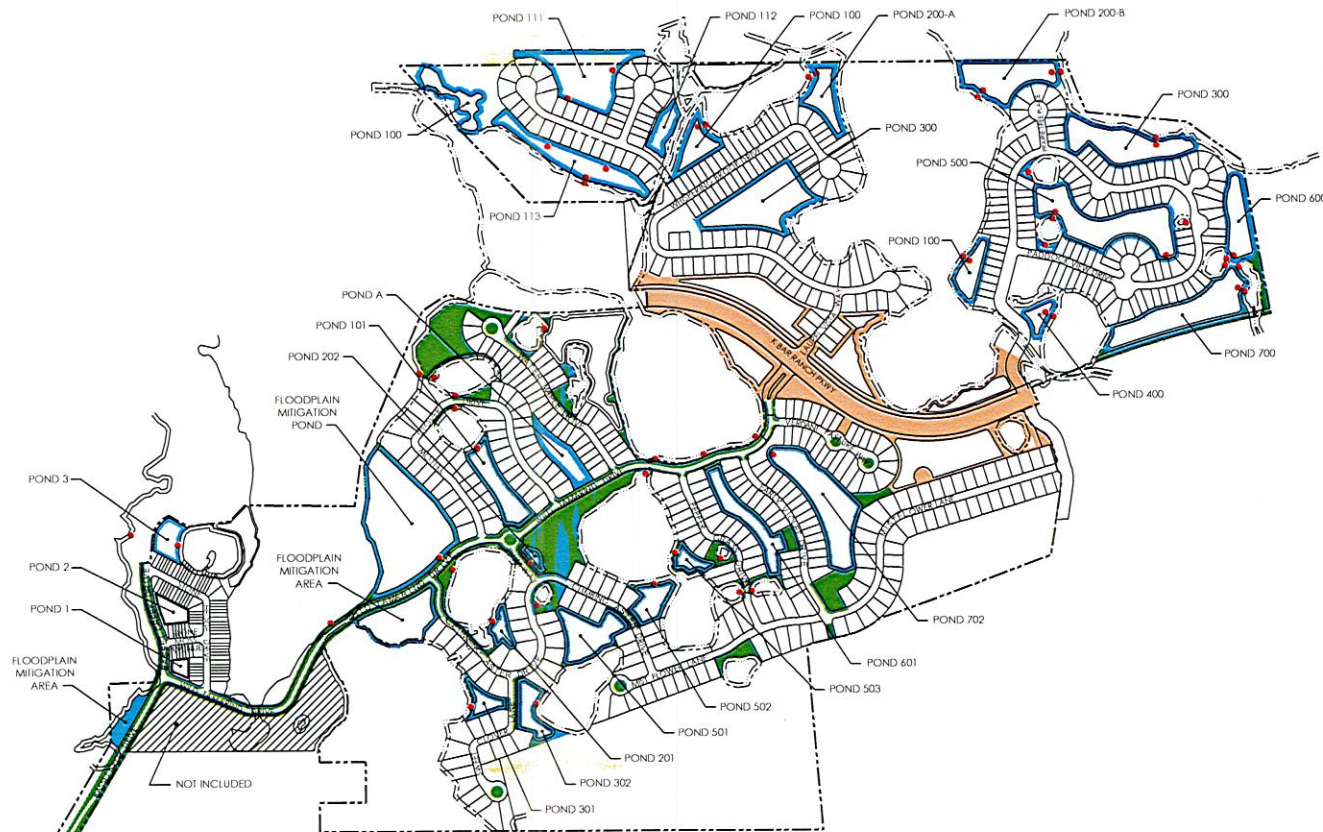


SCALE: 1" = 400'



Copyright Reserved  
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay.  
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay.  
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay.

- Legend
- CDD BOUNDARY
  - DRAINAGE STRUCTURES TO BE MAINTAINED
  - K-BAR RANCH CDD LANDSCAPE MAINTENANCE
  - K-BAR RANCH CDD LANDSCAPE MAINTENANCE RESPONSIBILITY TRANSFERRED TO K-BAR RANCH II
  - POND BANK MAINTENANCE



Revised/Original Agreement with K-Bar Ranch CDD for landscape maintenance and proportional share payment	By	U.S.	22.10.07
Revision	By	U.S.	22.10.07
Issued	By	U.S.	22.10.07
Permit-Set	By	U.S.	22.10.07

Client/Project  
K-BAR RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
Tampa, Florida  
Title  
MAINTENANCE MAP

Project No. 215600266 Scale 1" = 400'  
Drawing No. Sheet Revision  
X06 1 of 1 0

## **Tab 10**



# Under Pressure LLC

4037 Orient Dr  
Hernando Beach FL, 34607  
3526671314  
tyler@upcfl.com  
upcfl.com



# Estimate

Estimate No: 283  
Date: 09/01/2021

For: K-Bar Ranch CDD  
boardmember3@kbarranchcdd.com

Ship To:

Tracking No:  
Ship Via:  
Free Shipping

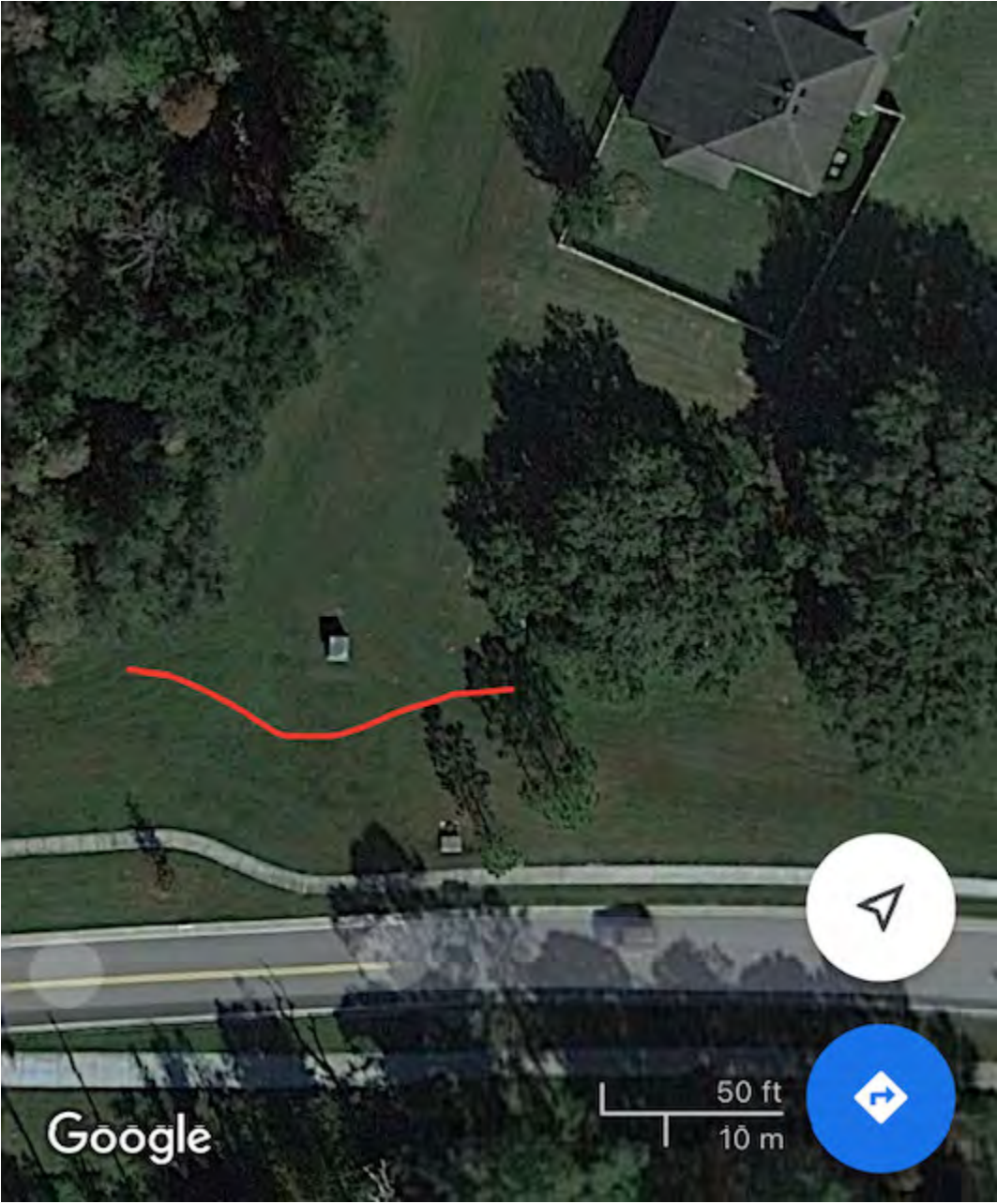
Description	Quantity	Rate	Amount
Power wash all sidewalks that are in common areas throughout the community. Approximately 4 miles. Wild Tamarind Drive, Climbing Aster Drive, Pepper Grass Drive, Early Violet Drive, Mist Flower Lane, Sweet Clover Lane, Bassett Creek Drive Common areas on Yellow Clover Drive and Water Maple Drive.  Power wash concrete road curb equal distance (approximately 4 miles).  Power wash amenity center pool deck and walkways around the playground and amenity center.	1	\$10,950.00	\$10,950.00
Subtotal			\$10,950.00
Shipping			\$0.00
Total			\$10,950.00
Total			\$10,950.00

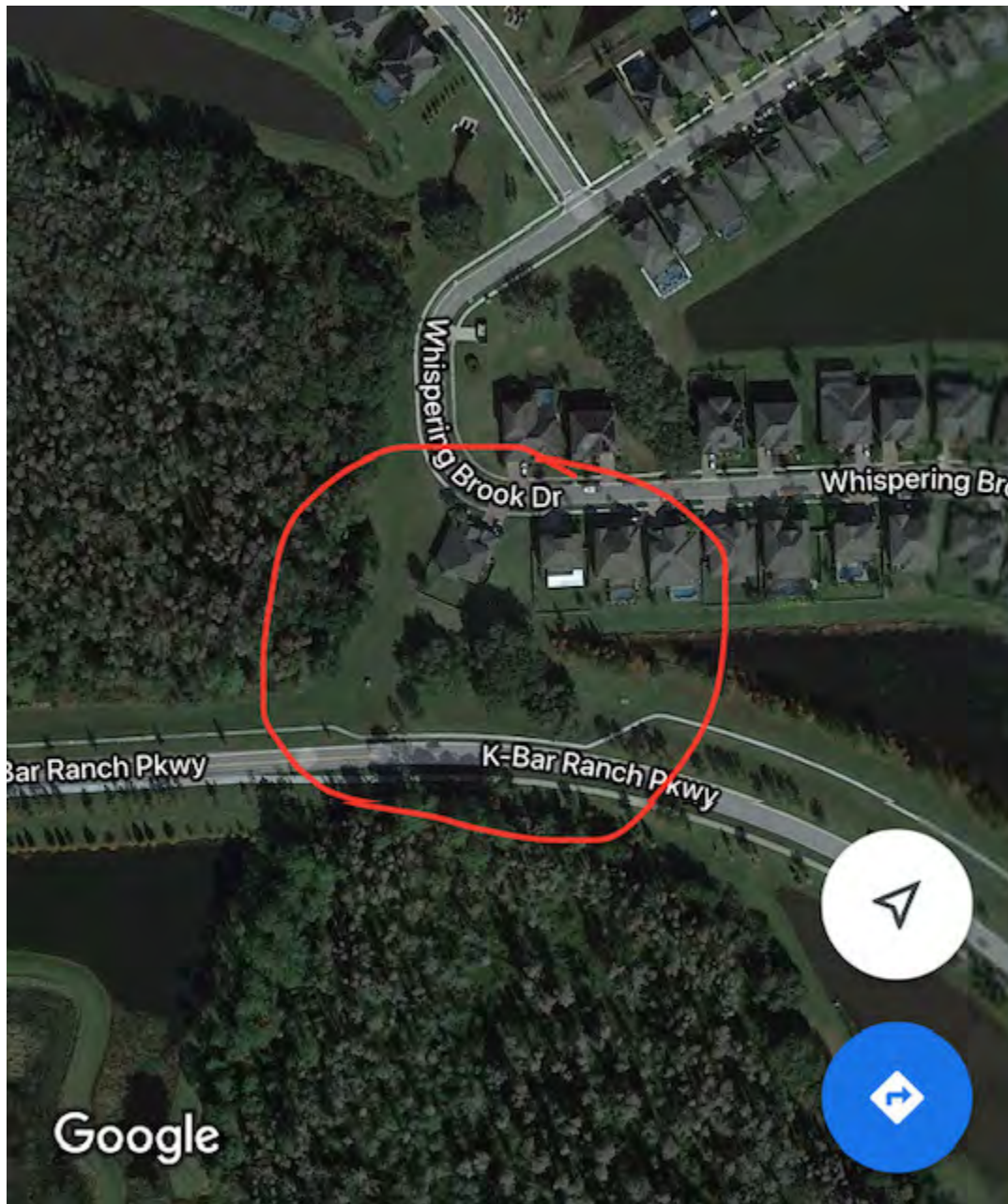
Comments  
Thank you for your business.

Under Pressure LLC

Client's signature

## **Tab 11**





## **Tab 12**



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### K-Bar Ranch Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

K-Bar Ranch Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121629

## PROPERTY COVERAGE

### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$827,903
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$32,100

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$4,272**



**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

## CRIME COVERAGE

<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

**Cyber Liability sublimit included under POL/EPLI**

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**K-Bar Ranch Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614**

**Term: October 1, 2021 to October 1, 2022**

**Quote Number: 100121629**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$4,272
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,542
Public Officials and Employment Practices Liability	\$2,542
<b>TOTAL PREMIUM DUE</b>	<b>\$9,356</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)





Florida  
Insurance  
Alliance

### PARTICIPATION AGREEMENT

#### Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2021, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

K-Bar Ranch Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

By: \_\_\_\_\_  
Signature

VICKI SHUSTER  
\_\_\_\_\_  
Print Name

Witness By: \_\_\_\_\_  
Signature

Lynn Hayes  
\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2021

By: \_\_\_\_\_  
Administrator



Florida  
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Alliance

### PROPERTY VALUATION AUTHORIZATION

K-Bar Ranch Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

#### QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- ☒ Building and Content TIV  
☒ Inland Marine  
☐ Auto Physical Damage

\$827,903 As per schedule attached  
\$32,100 As per schedule attached  
Not Included

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





Florida  
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Property Schedule

Schedule Items Effective As of: 10/01/2021

**K-Bar Ranch Community Development District**

Policy No.: 100121629

Agent: Eglis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
1	Pool	2011	10/01/2021	\$275,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Below ground liquid storage tank / pool	10/01/2022		\$275,000
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
2	Pool Fence	2011	10/01/2021	\$25,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Non combustible	10/01/2022		\$25,000
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
3	Amenity Cabana Building	2011	10/01/2021	\$250,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Jolsted masonry	10/01/2022		\$250,000
	Complex				
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
4	Pool furniture	2011	10/01/2021	\$5,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Property in the Open	10/01/2022		\$5,000
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
5	Tot lot	2011	10/01/2021	\$25,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Non combustible	10/01/2022		\$25,000
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
6	Basketball Court	2011	10/01/2021	\$7,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Non combustible	10/01/2022		\$7,000
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
7	Entry monument - Bassett Creek	2007	10/01/2021	\$5,000	
	Wild Tamarind Drive & Climbing Aster Drive Tampa FL 33614	Masonry non combustible	10/01/2022		\$5,000

Sign:

Print Name:

Vicki Silustorik

Date:

8-31-2021





Florida  
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Property Schedule

Schedule Items Effective As of: 10/01/2021

K-Bar Ranch Community Development District

Policy No.: 100121629

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
8	Entrance pillars 10511 Wild Tamarind Drive Tampa FL 33614	2007 Joisted masonry	10/01/2021 10/01/2022	\$5,000	\$5,000
9	Irrigation pumps and wells Various Tampa FL 33614	2007 Pump / lift station	10/01/2021 10/01/2022	\$17,700	\$17,700
10	Tennis Court and Fencing 10511 Wild Tamarind Drive Tampa FL 33614	2016 Non combustible	10/01/2021 10/01/2022	\$40,750	\$40,750
11	2 Mesa Shelters with trashcans, picnic tables and grills 10511 Wild Tamarind Drive Tampa FL 33614 Pyramid hip	2016 Non combustible	10/01/2021 10/01/2022	\$15,874 \$5,672	\$21,546
				Metal panel	
12	Tot Lot Play Equipment w/Benches 10511 Wild Tamarind Drive Tampa FL 33614	2016 Non combustible	10/01/2021 10/01/2022	\$25,782	\$25,782
13	2 Shade Structures at Tot Lot 10511 Wild Tamarind Drive Tampa FL 33614	2016 Property in the Open	10/01/2021 10/01/2022	\$30,000	\$30,000
14	Fountain 10511 Wild Tamarind Drive Tampa FL 33614	2016 Pump / lift station	10/01/2021 10/01/2022	\$14,125	\$14,125

Sign:

Print Name:

Vicki Shuster

Date: 8-31-2021





Florida  
Insurance  
Alliance

Property Schedule

Schedule Items Effective As of: 10/01/2021

**K-Bar Ranch Community Development District**

Policy No.: 100121629

Agent: Egls Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
15	Turf placed in 3 playgrounds				
		2018	10/01/2021	\$76,000	
	10511 Wild Tamarind Drive Tampa FL 33614	Property in the Open	10/01/2022		\$76,000
Unit #	Description Address	Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Const Type	Term Date	Contents Value	
16	Entry Monument - Stone Creek				
		2007	10/01/2021	\$5,000	
	Wild Tamarind Drive & Stone Hedge Drive Tampa FL 33614	Masonry non combustible	10/01/2022		\$5,000
Total:		Building Value	Contents Value	Insured Value	
		\$822,231	\$5,672	\$827,903	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

VICKI SHUSTONE

Date: 8-31-2021





Florida  
Insurance  
Alliance™

Inland Marine Schedule

Schedule Items Effective As of: 10/01/2021

*K-Bar Ranch Community Development District*

Policy No.: 100121629

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. Date	Value	Deductible
	Description			Term Date		
1	Street Signs & Posts		Other inland marine	10/01/2021 10/01/2022	\$5,400	\$1,000
2	Security System		Electronic data processing equipment	10/01/2021 10/01/2022	\$21,700	\$1,000
3	Pool Chair Lift		Other inland marine	10/01/2021 10/01/2022	\$5,000	\$1,000
				Total	\$32,100	

Sign:

Print Name:

*Pickel SH457622*

Date:

*8-31-2021*

## **Tab 13**

## Second Addendum to the Landscape and Irrigation Maintenance Services Agreement

This Second Addendum to the Landscape and Irrigation Maintenance Services Agreement (this “**Addendum**”) is made and entered into as of October 6, 2021, by and between the **K-Bar Ranch Community Development District** (the “**District**”) and **Yellowstone Landscape, Inc.**, a Delaware corporation registered to do business in the State of Florida (the “**Contractor**”).

### Background Information:

The District and the Contractor entered into the Landscape and Irrigation Maintenance Services Agreement dated September 9, 2019 as amended by Amendment No. 1 dated October 1, 2020 (together, the “**Agreement**”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The 6 ponds in the Laurel Vista subdivision were not included as part of the bidding process for the request for proposals as they were being maintained by the association. The District and the Contractor now desire to include this area within the Work and to update the compensation accordingly. The Contractor submitted a proposal for such additional work.

The District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Addendum.
2. **Addition to Work**. Contractor agrees to maintain the landscaping around the 6 ponds in Laurel Vista to the same standards and expectations as described in the Agreement. Such additional services shall be included as part of the Work. These services include, but are not limited to, mowing, string-trimming, and clean but does not include line trimming along homeowner fences.
3. **Additional Compensation for Additional Work**. Contractor shall perform the additional Work for a total additional amount of **\$802.92** per month.
4. **Ratification of all Other Terms of the Agreement**. Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum effective as of the date written above.

**Yellowstone Landscape, Inc.**

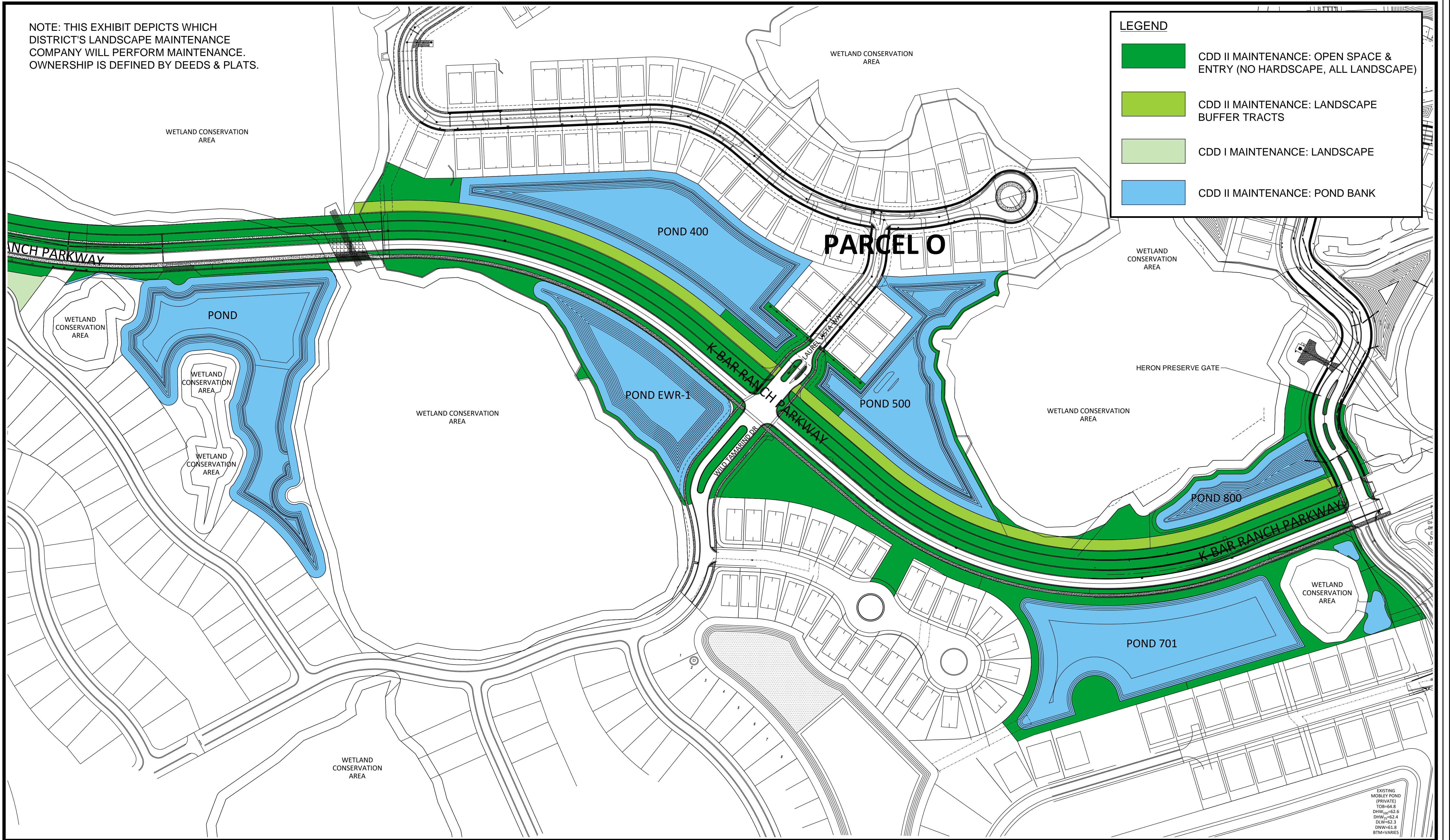
**K-Bar Ranch  
Community Development District**

\_\_\_\_\_  
Jon Souers  
Client Relations Manager

\_\_\_\_\_  
Vicki Shuster  
Chair of the Board of Supervisors



NOTE: THIS EXHIBIT DEPICTS WHICH DISTRICT'S LANDSCAPE MAINTENANCE COMPANY WILL PERFORM MAINTENANCE. OWNERSHIP IS DEFINED BY DEEDS & PLATS.



## K-BAR RANCH PARKWAY

Interlocal Agreement Maintenance Exhibit "A"

## K-Bar Ranch II CDD

City of Tampa

2/22/19	REVISED PER TEAM COMMENTS	KJP
2/4/19	REVISED PER CLIENT COMMENTS	KJP
9/26/18	REVISED PER CLIENT COMMENTS	KJP
DATE	DESCRIPTION	BY
DATE: 2018-08-30	JOB #: CDD-KR-1001	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grant tree analysis is required and may affect final unit totals and layout.

SCALE: NTS  
0 0.5 1 2  
HALF SCALE 11" BY 17"

**HEIDT DESIGN**  
3904-A Hampton Oaks Parkway  
Tampa, FL 33610  
Phone: (813) 251-5311  
www.heidtdesign.com

EXISTING  
MOBLEY POND  
(PRIVATE)  
TOB=64.8  
DHW=62.6  
DLW=62.4  
DNW=61.8  
BTM=VARIES

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R:\K-BAR\ODD\LANDSCAPE ARCHITECTURE\GRAPHICS\EXHIBITS\K-BAR\K-BAR EXHIBIT PARCEL O.DWG ARCH-D — KYLE PASSENEAU



## K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544  
MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA · FL 33614

**From:** Vivek Babbar <vbabbar@srvlegal.com>

**Sent:** Tuesday, September 28, 2021 6:39 PM

**To:** Board Member 1 <boardmember1@kbarranchcdd.com>; Board Member 2 <boardmember2@kbarranchcdd.com>; Board member 3 <boardmember3@kbarranchcdd.com>; Board Member 4 <boardmember4@kbarranchcdd.com>; Board Member 5 <boardmember5@kbarranchcdd.com>

**Cc:** Vivek Babbar <vbabbar@srvlegal.com>; Lynn Hayes <LHayes@rizzetta.com>; Tonja Stewart (tonja.stewart@stantec.com) <tonja.stewart@stantec.com>; Stacey Gillis <SGillis@rizzetta.com>; Patty Sweeney <PSweeney@rizzetta.com>; Jason Liggett <JLiggett@rizzetta.com>

**Subject:** K-Bar Ranch: Follow Up Summary for Property Ownership and Maintenance of Common Areas

Good evening all,

**Board members: Please do not “reply all” as that may be construed as a violation of the sunshine law. I’ve copied everyone on this email so you understand that District staff is aware of this request and have not ignored it. If you have any comments, questions, or concerns, please reply to either Lynn, myself, or both of us.**

Per the Board’s request, I’ve tried to provide a less legalese answer to some of the items previously summarized with respect to the Property Ownership and Maintenance of Common Areas:

1. Streetlights:
  - a. Per the 2014 Interlocal Agreement, the CDD agreed to pay for all streetlighting costs in the community (including Heron Preserve and Laurel Vista).
  - b. Richard Schrutt said that the Laurel Vista HOA does not pay for streetlights (see attached email).
    - i. It is currently unknown who is paying for the streetlights in Laurel Vista (aka Parcel O).
    - ii. If the HOA was paying for the streetlights, they should have been forwarding all such costs to the CDD and there should have been an assignment of the individual agreements between TECO to the CDD.
  - c. The CDD already pays for the Street Lights in Heron Preserve (shows up as Parcel Q on the TECO Invoices)
2. Interlocal Agreement with K-Bar 2 and the City of Tampa.
  - a. Per that agreement K-Bar 2 is responsible for:
    - i. all **landscaping** within the K-Bar Ranch Parkway and adjacent property (includes annuals, irrigation, mowing, fertilizing)
      1. this includes the Laurel Vista and Heron preserve entrances adjacent to the Parkway ROW (they are shown on the exhibit – see attached)
      2. K-Bar 2 is not responsible for the physical monument signs (I believe K-Bar CDD is responsible for this).
    - ii. mowing of the stormwater ponds adjacent to the parkway shown in the exhibits

## K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544  
MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA · FL 33614

- iii. maintain the wall on K-Bar Ranch Parkway shown in the exhibit
- b. K-Bar reimburses K-Bar 2 for its pro-rata share of the costs per the formula in the agreement.
  - i. K-Bar is not double paying for annuals. These landscaping services were removed from K-Bar's agreement with Yellowstone last year.
- c. K-Bar can provide input to K-Bar 2 on the annuals or elect to terminate the agreement with K-Bar 2 upon 120 days' notice

If there are any follow up questions, please reach out to me directly and I'll try to answer what I can or loop in any other staff member who might be able to assist. Thanks,

Vivek

**Vivek K. Babbar**

Attorney at Law

*Board Certified in City, County and Local Government Law*

**Straley Robin Vericker**

1510 W. Cleveland Street

Tampa, FL 33606

Direct: 813.321.4107

Main: 813.223.9400

[vbabbar@srvlegal.com](mailto:vbabbar@srvlegal.com)

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

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## **Tab 14**



## Hillsborough County Florida

### **SOLID WASTE MANAGEMENT**

PO Box 1110, Tampa, FL 33601-1110  
813-612-7718

July 26, 2021

**SUBJECT: Commercial Solid Waste  
Customers May Begin Negotiating New  
Garbage Collection Agreements on  
October 1, 2021.**

### **BOARD OF COUNTY COMMISSIONERS**

Harry Cohen  
Ken Hagan  
Pat Kemp

Gwendolyn "Gwen" Myers  
Kimberly Overman  
Mariella Smith  
Stacy R. White

### **COUNTY ADMINISTRATOR**

Bonnie M. Wise

### **COUNTY ATTORNEY**

Christine M. Beck

### **INTERNAL AUDITOR**

Peggy Caskey

### **ASSISTANT COUNTY ADMINISTRATOR**

George Cassidy

Dear Business Owner:

The Hillsborough County Board of County Commissioners awarded new Solid Waste Franchise Collection Agreements that will begin January 31, 2022. These Franchise Collectors are granted the exclusive right to provide commercial solid waste collection within the unincorporated areas of the county. All commercial customers are required to use one of the authorized providers below for garbage collection services:

- FCC Environmental Services FL LLC: (813) 999-0078
- Republic Services of Florida: (813) 265-0292
- Waste Management of Tampa: (866) 590-3844

Included in this notice is information on best practices that may help you reduce your collection costs as you negotiate new solid waste collection contracts. We strongly encourage you to request quotes from all three Franchise Collectors to understand the cost and value of their collection service.

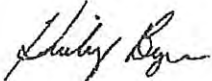
### **What do the new Franchise Agreements mean to commercial garbage customers?**

1. All existing commercial garbage collection service contracts, regardless of the expiration date, will become null and void when the current Solid Waste Franchise Collection Agreements expire on January 31, 2022.
2. Beginning October 1, 2021, commercial customers may negotiate and sign a new contract with any of the three Franchise Collectors for a new garbage collection contract that will be effective January 31, 2022. Please note the following:
  - Franchise Collectors are prohibited from soliciting, signing, or negotiating the terms of a solid waste contract prior to October 1, 2021.
  - Please be aware not to sign multiple solid waste contracts for the same services with different franchise collectors. As in most cases, once a contract has been signed, it is a valid agreement.

3. Commercial customers are not required to stay with their current provider. Customers may engage with all three Franchise Collectors **after October 1, 2021**, to determine which provider offers the most competitive rates for the best value to meet your business needs.
4. The new Franchise Collection Agreements do not apply to contracts for commercial recycling. Recycling collection is not required to be serviced by one of the three authorized Franchise Collectors.
5. All commercial garbage customers will be required to complete a new Hillsborough County Solid Waste Profile Form – even if a form is currently on file – before collection services can begin under new contracts.
6. Commercial collection service shall be provided at least once per week unless the County approves an alternate collection schedule.
7. Commercial collection frequency should be enough to ensure that the container is not overfilled and solid waste is not placed outside the container.
8. The commercial customers shall ensure that the commercial container meets all County setbacks and is not placed on the County's right-of-way.
9. The term of a contract shall not be longer than three years with a negotiated one-year extension.

For more information about this change, visit [HCFLGov.net/CommercialTrash](http://HCFLGov.net/CommercialTrash) or call Hillsborough County Solid Waste Customer Service at (813) 272-5680.

Sincerely,



Kimberly A. Byer, P.G.  
Solid Waste Management, Director  
Public Utilities

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