

**K – BAR RANCH III
COMMUNITY DEVELOPMENT
DISTRICT**

OCTOBER 02, 2025

AGENDA PACKAGE



2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607

K-Bar Ranch III Community Development District

Board of Supervisors

Carlos de la Ossa, Chairman
Nick Dister, Vice Chairperson
Kyle Smith, Assistant Secretary
Alberto Viera, Assistant Secretary
Ryan Motko, Assistant Secretary

District Staff

Jayna Cooper, District Manager
John Vericker, District Counsel
Boyan Pargov, District Engineer

Regular Meeting Agenda

Thursday, October 02, 2025, at 2:00 p.m.

The Regular Meeting of the **K-Bar Ranch III Community Development District** will be held on **October 02, 2025 at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

REGULAR MEETING OF THE BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

3. BUSINESS ITEMS

- A.** Consideration Resolution 2026-01; Designation of Officers
- B.** Consideration of FY 2025-2026 Operations and Maintenance Budget Funding Agreement

4. CONSENT AGENDA

- A.** Approval of Minutes of the September 04, 2025, Regular Meeting

5. STAFF REPORTS

- A.** District Counsel
- B.** District Engineer
- C.** District Manager

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT

RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE K-BAR RANCH
III COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE
OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing a Secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT:**

1. District Officers. The District officers are as follows:

_____ is appointed Chairperson.
_____ is appointed Vice-Chairperson.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Secretary.
_____ is appointed Treasurer.
_____ is appointed Assistant Treasurer.

2. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Adopted this 2nd day of October, 2025.

Attest:

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

Secretary/Assistant Secretary

Chair of the Board of Supervisors

**FY 2025-2026 Operations and Maintenance
Budget Funding Agreement
(K-Bar Ranch III Community Development District)**

This FY 2025-2026 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of _____, 2025, between the **K-Bar Ranch III Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **EPG Kbar Holdings, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Tampa, Florida 33609 (collectively, the “**Developer**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2025-2026 as attached hereto as **Exhibit A** (the “**FY 2025-2026 Budget**”), which commences on October 1, 2025, and concludes on September 30, 2026;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2025-2026 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described in the FY 2025-2026 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2025-2026 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2025-2026 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2025-2026 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2025-2026 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____ in accordance with the FY 2025-2026 Budget as such expenses are incurred by the District. Such payments

shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2025-2026 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2025-2026, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2025-2026. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2025-2026. The District and Developer agree that the FY 2025-2026 Budget shall be revised at the end of the 2025-2026 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2025 and ending on September 30, 2026. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2025-2026 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2025-2026 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.
3. **Right to Lien Property.**
 - a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
 - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2025-2026 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Developer represents that in entering into this Agreement, the Developer does not use coercion for labor or services as defined in the statute. The Developer is required to provide an affidavit, signed by an officer or a representative of the Developer with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
8. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
9. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2025-2026 fiscal year on September 30, 2026. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
10. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
11. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
12. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
13. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
14. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EPG Kbar Holdings, LLC,
a Florida limited liability company

K-Bar Ranch III
Community Development District

By: Eisenhower Management, Inc.
a Florida corporation
as Manager

Carlos de la Ossa
Chair of the Board of Supervisors

By: _____
Nicholas Dister
Vice President

Exhibit A: FY 2025-2026 Budget

MINUTES OF MEETING
K-BAR RANCH III
COMMUNITY DEVELOPMENT DISTRICT
PEND DM

The regular meeting of the Board of Supervisors of K-Bar Ranch III Community Development District was held on Thursday September 4, 2025, and called to order at 3:09 pm at the offices of Inframark, which are located at 2005 Pan Am Circle Suite 300 Tampa, FL 33607.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson
Ryan Motko	Assistant Secretary
Alberto Viera	Assistant Secretary
Kyle Smith	Assistant Secretary

Also present were:

Jayna Cooper	District Manager
Kathryn Hopkinson	District Counsel
John Vericker	District Counsel
Tyson Waag	District Engineer (<i>via phone</i>)

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Ms. Cooper called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS **Public Comments**

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS **Business Items**

A. Consideration of Goals & Objectives

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor, Goals & Objectives, were accepted. 5-0

FOURTH ORDER OF BUSINESS **Consent Agenda**

A. Approval of Minutes of the August 07, 2025, Public Hearing & Regular Meeting

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor, the Consent Agenda, was approved. 5-0

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

B. District Engineer

C. District Manager

There being no reports, the next order of business followed.

SIXTH ORDER OF BUSINESS

Board of Supervisors' Requests and Comments

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, meeting adjourned at 3:10 pm. 5-0

Jayna Cooper
District Manager

Carlos de la Ossa
Chairperson