



Rizzetta & Company

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

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**Board of Supervisors Meeting  
November 15, 2021**

**District Office:  
9428 Camden Field Parkway  
Riverview, FL 33578  
813-533-2950**

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

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

M/I Homes of Tampa, LLC 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634

<b>Board of Supervisors</b>	Betty Valenti Chloe Firebaugh Steven Umansky Vacant Lee Thompson	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Taylor Nielsen	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andy Cohen	Persson Cohen & Mooney, PA
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services

**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 II COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • Riverview, FL 33578**  
**Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614**  
[WWW.KBARRANCHIICDD.ORG](http://WWW.KBARRANCHIICDD.ORG)

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

November 8, 2021

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District will be held on **Monday, November 15, 2021 at 6:00 p.m.** at the Amenity Center located at 10820 Mistflower Lane, Tampa, Florida 33647. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Meeting held on October 18, 2021..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for September & October 2021..... Tab 2
  - C. Consideration of Consent to Assignment to Rizzetta & Company - Rizzetta Technology Agreement..... Tab 3
  - D. Consideration of Consent to Assignment to Rizzetta & Company - Rizzetta Amenities Services, Inc. Contract Agreement ..... Tab 4
- 4. BUSINESS ITEMS**
  - A. Consideration of Resolution 2022-01, Re-Designating the Secretary of the District.....Tab 5
  - B. Consideration of Sod Replacement Proposal ..... Tab 6
  - C. Consideration of Picnic Table Proposal ..... Tab 7
  - D. Consideration of Waste Services Proposal..... Tab 8
  - E. Consideration of Blue Water Aquatics Agreement for Eagle Creek.....Tab 9
  - F. Consideration of Blue Water Aquatics Agreement for Sundrift II.....Tab 10
  - G. Ratification of Transfer of Funds, General Fund to Bond Revenue .....Tab 11
  - H. Consideration of Arbitrage Rebate Computation Proposal ..... Tab 12
- 5. STAFF REPORTS**
  - A. Clubhouse Manager
    - i. Presentation of Clubhouse Report ..... Tab 13
    - ii. Discussion of Events held at the Clubhouse
  - B. Field Services Report with Landscaper's Comments ..... Tab 14
  - C. Yellowstone Report ..... Tab 15
    - i. Consideration of Yellowstone Proposals ..... Tab 16
  - D. Presentation of Aquatics Report..... Tab 17
  - E. District Counsel
  - F. District Engineer
  - G. District Manager Report .....Tab 18

**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) 533-2950.

Sincerely,  
***Taylor Nielsen***  
District Manager

Cc: Andy Cohen, Persson Cohen & Mooney, P.A.  
Betty Valenti, Chairman



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 II  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District was held on **Monday, October 18, 2021 at 9:33 a.m.** at the offices of M/I Homes located at 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634.

Present and constituting a quorum were:

Betty Valenti	<b>Board Supervisor, Chairman</b>
Lee Thompson	<b>Board Supervisor, Assistant Secretary</b>
Steven Umansky	<b>Board Supervisor, Assistant Secretary</b>

Also present:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Taylor Nielsen	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel, Persson, Cohen &amp; Mooney</b> <i>(via conf. call)</i>
Susan Cali	<b>Clubhouse Manager</b> <i>(via conf. call)</i>
Josh Oliva	<b>Representative, Yellowstone Landscape</b> <i>(via conf. call)</i>
Jason Liggett	<b>Field Services Mgr., Rizzetta &amp; Company, Inc.</b>
Tonja Stewart	<b>District Engineer, Stantec</b> <i>(via conf. call)</i>
Virgil Stoltz	<b>Representative, Blue Water Aquatics</b>
Deneen Klenke	<b>Amenities Services Manager, Rizzetta &amp; Company, Inc.</b>

Audience	None.
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order, conducted roll call and verified that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

None.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors Meeting held on  
August 16, 2021**

Mr. Hayes presented the minutes of the Board of Supervisors meeting held on August 16, 2021. There were a few amendments to line 26, line 75, and line 196 and 197.

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved the meeting minutes of the Board of Supervisors held on August 16, 2021, as amended, for K-Bar Ranch II Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for July  
and August 2021**

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

On a Motion by Mr. Thompson, seconded by Mr. Umansky, with all in favor, the Board of Supervisors ratified the payment of the invoices in the Operation and Maintenance Expenditures reports for July (\$131,182.22) 2021 and August (\$57,715.92) 2021, for K-Bar Ranch II Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Egis Insurance  
Proposal for FY 2021/2022**

Mr. Hayes reviewed the coverage included in the Egis Insurance Proposal, noting that the Chair had previously approved the proposal due to timing constraints.

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified the approval of the Egis Insurance Proposal of \$28,705, for K-Bar Ranch II Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Grau & Associates  
Audit Fee Increase**

Mr. Hayes explained the premium increased \$5,900 because of a Bond was issued during the fiscal year and due to legislation passed in 2021.

On a Motion by Ms. Valenti, seconded by Mr. Umansky, with all in favor, the Board of Supervisors approved the Grau & Associates Audit Fee Increase, for K-Bar Ranch II Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Estimate for  
Sidewalk Washout Repairs**

Ms. Stewart presented the AllJax Inc. proposal to do sidewalk washout repairs near the north side of K-Bar Ranch Parkway about halfway between Kinnan Street and Hawk Valley Drive. The District Manager was asked to obtain a W-9 and Certificate of Insurance naming K-Bar II CDD as an additional Insured.

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Alljax Inc. sidewalk washout repairs in the amount of \$10,300, for K-Bar Ranch II Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Second Addendum  
to the Contract for Professional  
Amenity Services**

Mr. Hayes reviewed the Second Addendum to the Contract for Professional Amenity Services.

On a Motion by Ms. Valenti, seconded by Mr. Umansky, the Board approved the Second Addendum to the Contract for Professional Services, for K Bar Ranch II Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Aquatics Proposal  
for New Phase Ponds**

The Board requested that the Aquatics vendor provide two separate proposals: One for Eagle Creek Parcel D and One for Sundrift Parcel I. It was requested that both proposals be provided at the November 15, 2021 meeting. The Board agreed to table this until both properties have been conveyed to the CDD.

**TENTH ORDER OF BUSINESS**

**Ratification of Yellowstone Proposal  
152087 Fall Annuals**

On a Motion by Ms. Valenti, seconded by Mr. Thompson, the Board ratified the Yellowstone Proposal # 152087 for Fall Annuals for \$4,999.02, for K Bar Ranch II Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Holiday Lighting  
Proposal**

On a Motion by Ms. Valenti, seconded by Mr. Thompson, the Board approved the Illuminations Holiday Lighting Proposal to include the Amenity Center at a cost of \$10,750, for K Bar Ranch II Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Discussion of Hillsborough County  
Trash Collection Service Contracts**

Mr. Hayes explained that all commercial garbage collection service contracts will become void when the current Solid Waste Franchise Collection Agreements expire on January 31, 2022. The District manager agreed to obtain quotes from three Hillsborough County authorized trash collection service providers.

On a Motion by Ms. Valenti, seconded by Mr. Umansky, the Board authorized the Chair to execute a trash collection provider outside of a Board meeting, for K Bar Ranch II Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Discussion of Hawk Valley Fencing  
and Potential Placement of Gates**

The Board discussed the potential of allowing fencing and homeowners being responsible for gate maintenance once gates are installed. The Board requested that the District Manager obtain fence gate quotes to specify the gate size/dimensions to be used for a (4' white picket fence gate). This will be discussed at the November 15, 2021 meeting.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Clubhouse Manager**

Ms. Cali presented her report, she asked the Board if non-residents can participate in tennis and yoga classes. This was tabled. The Board requested that Ms. Cali communicate that all children under the age of 15 years old be dropped off for their class by the parents and that the children under 15 years old stay with the vendor until the parents pick them up.

**B. Field Services Report**

Mr. Liggett presented his field services report to the Board.

**C. Field Services Report with Landscaper's Comments**

Mr. Oliva

**D. Yellowstone Report**

Mr. Oliva

On a Motion by Ms. Valenti, seconded by Mr. Umansky, the Board approved the Yellowstone Addendum #8 and map once District Counsel prepares it in final form, for K Bar Ranch II Community Development District.

**E. Presentation of Aquatics Report**

Mr. Hayes provided the aquatics report.

**F. District Counsel**

Mr. Cohen discussed the contraction of the district with the Board. He informed them the legal descriptions do not need to be revised. He also discussed the stormwater management requirements and informed the Board a needs analysis will need to be completed again in June 2022. A discussion ensued concerning the school bus stop at the Amenity Center.

On a Motion by Ms. Valenti, seconded by Mr. Thompson, the Board approved the Bus Stop Indemnification Agreement with the condition that the Agreement be reviewed prior to each new school year and the provision that District Counsel add a termination clause, for K Bar Ranch II Community Development District.

On a Motion by Mr. Thompson, seconded by Mr. Umansky, the Board ratified the school bus stop special request, for K Bar Ranch II Community Development District.

**G. District Engineer**

No report.

**H. District Manager**

Mr. Hayes presented his newly designed report to the Board and announced that the next regularly scheduled meeting is on November 15, 2021 at 6:00 p.m. at the M/I Homes Offices located at the K Bar Ranch Amenity Center located at 10820 Mistflower Lane, Tampa, FL 33647. He also reminded the Board to think about the vacant seat available and that seat 4 and 5 terms end November 2022. He also announced that there have been some portfolio adjustments made at Rizzetta & Company and that Taylor Nielsen is transitioning to K Bar II CDD as the District Manager.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no supervisor requests.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors adjourned the meeting at 11:42 a.m., for K-Bar Ranch II Community Development District.

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

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

Tab 2

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

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

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

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

## **Operations and Maintenance Expenditures September 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented **\$148,589.56**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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



## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anti-Pesto Bugkillers	001842	286755	Pest Control 09/21	\$ 129.00
Blue Water Aquatics, Inc.	001825	27737	Aquatic Service - Pond Treatment 06/21	\$ 945.00
Blue Water Aquatics, Inc.	001831	27929	Aquatic Service - Pond Treatment 08/21	\$ 2,405.00
Bright House Networks	20210922-1	076584502082021	10711 Mistflower Lane 09/21	\$ 144.97
Bright House Networks	20210922-1	076593901082021	10541 K-Bar Ranch Parkway 09/21	\$ 144.97
Bright House Networks	20210922-1	076594101081321	10339 K-Bar Ranch Parkway 08/21	\$ 144.97
Bright House Networks	20210922-1	080985202083021	10340 K-Bar Ranch Parkway 09/21	\$ 144.97
Bright House Networks	20210922-1	085934601082221	10820 Mistflower Lane - Amenity Center 09/21	\$ 269.95
Bright House Networks	20210922-1	85978601082321	19292 Mossy Pine Dr 09/21	\$ 149.98
Bright House Networks	20210922-1	087769701090221	10528 Mistflower Lane 09/21	\$ 149.98
City of Tampa Utilities	001841	2282015 08/21	10352 K Bar Ranch Pkwy - Account #2282015 08/21	\$ 8.40
David Eskra	001843	2060	Various Gate & Paver Repairs 09/21	\$ 350.00

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	001832	13939	General Liability/Prop/POL Insurance 10/01/21-09/30/22	\$ 28,705.00
Florida Dept of Revenue	001840	39-8017923158-4 08/21	Sales and Use Tax 08/21	\$ 117.22
GEC Services LLC	001846	Inv-37696	Janitorial Services 08/21	\$ 1,363.95
GEC Services LLC	001846	Inv-43289	Janitorial Services 09/21	\$ 1,363.95
Horner Environmental Professionals, Inc.	001833	217709	Aquatic Maintenance - Parcels A,C,K,L,M 07/21	\$ 430.78
Jayman Enterprises, LLC	001844	1696	Pressure Wash - Hawk Valley & Mossy Pine 09/21	\$ 650.00
Jayman Enterprises, LLC	001844	1697	Pressure Wash - Redwood Point & Winsome 09/21	\$ 650.00
K-Bar Ranch II CDD	CD025	CD025	Debit Card Replenishment	\$ 969.81
Mo'zArts Artistic Designs, Inc	001845	21-5982-1	Balance Due - Repair Pedestrian Gates 09/21	\$ 1,905.00
Persson, Cohen & Mooney, P.A.	001834	1044	Legal Services 08/21	\$ 1,704.25
Rizzetta & Company, Inc.	001829	INV0000061082	District Management Fees 09/21	\$ 4,738.25
Rizzetta Amenity Services, Inc.	001847	INV00000000009039	Amenity Management Services 08/20/21	\$ 3,203.85

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Amenity Services, Inc.	001835	INV00000000009062	Amenity Management Services 09/03/21	\$ 3,839.18
Rizzetta Amenity Services, Inc.	001835	INV00000000009083	Out of Pocket Expense 08/21	\$ 91.44
Rizzetta Amenity Services, Inc.	001847	INV00000000009108	Amenity Management Services 09/17/21	\$ 3,043.04
Rizzetta Technology Services, LLC	001830	INV0000007858	Website Hosting Services 09/21	\$ 100.00
Securiteam Inc.	001827	11056072721	Service Call 08/21	\$ 400.00
Securiteam Inc.	001836	11224081321	Service Call 08/21	\$ 150.00
Securiteam Inc.	001827	11244072921	Service Call 08/21	\$ 275.00
Securiteam Inc.	001836	11287081821	Service Call 08/21	\$ 450.00
Securiteam Inc.	001827	11288081021	Service Call 08/21	\$ 375.00
Securiteam Inc.	001836	11334082521	Service Call 08/21	\$ 1,295.00
Securiteam Inc.	001827	14444	Gate Video Monitoring Services - Amenity 09/21	\$ 960.00
Securiteam Inc.	001827	14445	Gate Video Monitoring Services - Briarbrook 09/21	\$ 1,310.00

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securiteam Inc.	001827	14446	Gate Video Monitoring Services - Hawk Valley 09/21	\$ 860.00
Securiteam Inc.	001827	14447	Gate Video Monitoring Services - Mossy Pine 09/21	\$ 1,050.00
Securiteam Inc.	001827	14448	Gate Video Monitoring Services - Redwood Point 09/21	\$ 1,120.00
Securiteam Inc.	001827	14449	Gate Video Monitoring Services - Parcel J 09/21	\$ 1,080.00
Securiteam Inc.	001827	14450	Gate Video Monitoring Services - Sundrift 09/21	\$ 1,142.00
Securiteam Inc.	001827	14451	Gate Video Monitoring Services - Winsome Manor 09/21	\$ 1,010.00
Suncoast Pool Service	001848	7606	Pool Service 08/21	\$ 1,500.00
Suncoast Rust Control, Inc.	001837	03772	Rust Control 08/21	\$ 1,400.00
TECO	20210901-1	211019281917 08/21	10797 Mistflower Lane, Lift Station 08/21	\$ 46.22
TECO	001849	211019281917 09/21 Final Invoice	10797 Mistflower Lane, Lift Station - Final Invoice 09/21	\$ 31.15
TECO	20210901-1	221005629565 08/21	19294 Mossy Pine Drive - Well 08/21	\$ 102.13
TECO	001849	221005629565 09/21	19294 Mossy Pine Drive - Well 09/21	\$ 97.36

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	20210922-2	Summary 08/21	TECO Electric Summary 08/21	\$ 10,894.71
Waste Management Inc, of Florida	001838	9768694-2206-4	Waste Management Clubhouse 09/21	\$ 230.08
Yellowstone Landscape	001828	TM 246139	Landscape Maintenance 08/21	\$ 33,034.03
Yellowstone Landscape	001839	TM 255691	Irrigation Repairs 08/21	\$ 832.25
Yellowstone Landscape	001850	TM 258231	Landscape Maintenance 09/21	\$ 30,795.03
Yellowstone Landscape	001850	TM 267268	Irrigation Repairs 09/21	<u>\$ 286.69</u>
Report Total				<u>\$ 148,589.56</u>

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

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

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

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

## **Operations and Maintenance Expenditures October 2021 For Board Approval**

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

The total items being presented **\$56,333.74**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 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.	001859	27990	Aquatic Service - Pond Treatment 09/21	\$ 2,405.00
Brandon Electric	001851	13778	Service Call - Lighting 09/21	\$ 375.00
Brandon Electric	001866	13981	Entry & Wall Maintenance 10/21	\$ 791.56
Bright House Networks	20211026-1	076584502092021	10711 Mistflower Lane 10/21	\$ 271.40
Bright House Networks	20211026-1	076593901092021	10541 K-Bar Ranch Parkway 10/21	\$ 271.40
Bright House Networks	20211026-1	076594101091321	10339 K-Bar Ranch Parkway 09/21	\$ 144.97
Bright House Networks	20211026-1	080985202093021	10340 K-Bar Ranch Parkway 10/21	\$ 271.40
Bright House Networks	20211026-1	085934601092221	10820 Mistflower Lane - Amenity Center 10/21	\$ 269.95
Bright House Networks	20211026-1	085978601092321	19292 Mossy Pine Dr 10/21	\$ 149.98
Bright House Networks	20211026-1	087769701100221	10528 Mistflower Lane 10/21	\$ 149.98
City of Tampa Utilities	001853	2287182 08/21	10820 Mistflower Ln - Account #2287182 08/21	\$ 157.87
Florida Dept of Revenue	001865	39-8017923158-4 09/21	Sales and Use Tax 09/21	\$ 105.35

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Horner Environmental Professionals, Inc.	001854	217807	Aquatic Maintenance - Parcels A,C,K,L,M 08/21	\$ 430.78
Innersync Studio, LTD	001852	19763	Website Services - ADA Compliance FY21/22	\$ 1,537.50
Jenna Ifasi	001867	101321-Ifasi	Event Cancellation	\$ 430.00
K-Bar Ranch II CDD	CD026	CD026	Debit Card Replenishment	\$ 532.40
Lee R. Thompson	001875	LT101821	Board of Supervisors Meeting 10/18/21	\$ 230.24
Persson, Cohen & Mooney, P.A.	001868	1192	Legal Services 09/21	\$ 2,180.25
Rizzetta & Company, Inc.	001855	INV00000061812	District Management Fees 10/21	\$ 4,775.75
Rizzetta & Company, Inc.	001869	INV00000061966	Annual Assessment Roll FY21/22	\$ 5,000.00
Rizzetta Amenity Services, Inc.	001860	INV000000000009131	Amenity Management Services 10/01/21	\$ 4,040.18
Rizzetta Amenity Services, Inc.	001870	INV000000000009173	Out of Pocket Expense 09/21	\$ 79.68
Rizzetta Amenity Services, Inc.	001873	INV000000000009197	Amenity Management Services 10/15/21	\$ 3,039.68
Rizzetta Technology Services, LLC	001856	INV0000007951	Website Hosting Services 10/21	\$ 100.00



## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securiteam Inc.	001861	11384091521	Service Call 09/21	\$ 1,286.25
Securiteam Inc.	001861	11479100421	Service Call 10/21	\$ 690.00
Securiteam Inc.	001857	14573	Gate Video Monitoring Services - Amenity 10/21	\$ 960.00
Securiteam Inc.	001857	14574	Gate Video Monitoring Services - Briarbrook 10/21	\$ 1,310.00
Securiteam Inc.	001857	14575	Gate Video Monitoring Services - Hawk Valley 10/21	\$ 860.00
Securiteam Inc.	001857	14576	Gate Video Monitoring Services - Mossy Pine 10/21	\$ 1,050.00
Securiteam Inc.	001857	14577	Gate Video Monitoring Services - Redwood Point 10/21	\$ 1,120.00
Securiteam Inc.	001857	14578	Gate Video Monitoring Services - Parcel J 10/21	\$ 1,080.00
Securiteam Inc.	001857	14579	Gate Video Monitoring Services - Sundrift 10/21	\$ 1,142.00
Securiteam Inc.	001857	14580	Gate Video Monitoring Services - Winsome Manor 10/21	\$ 1,010.00
Securiteam Inc.	001857	14669	Install Cable - Kiosk 09/21	\$ 2,620.00
Suncoast Rust Control, Inc.	001862	03862	Rust Control 09/21	\$ 1,400.00

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	001872	101321-TECO E	K Bar Ranch Segment E - Final Invoice 09/21	\$ 1,006.10
TECO	001872	101321-Well	10541 K Bar Ranch Pkwy (Well) - Final Invoice 09/21	\$ 77.92
TECO	001874	211023511135 10/21	10541 K Bar Ranch Pkwy - Well 10/21	\$ 229.15
TECO	001874	221005629565 10/21	19294 Mossy Pine Drive - Well 10/21	\$ 78.70
TECO	001863	Summary 09/21	TECO Electric Summary 09/21	\$ 11,448.24
Times Publishing Company	001871	000187382 10/06/21	Account #163527 Legal Advertising 10/21	\$ 225.00
Waste Management Inc, of Florida	001864	9776512-2206-8	Waste Management Clubhouse 10/21	\$ 250.06
Yellowstone Landscape	001858	TM 268974	Install Sod 09/21	<u>\$ 750.00</u>
Report Total				<u><u>\$ 56,333.74</u></u>

Tab 3

**CONSENT TO ASSIGNMENT OF THE  
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY  
AND BETWEEN K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT AND  
RIZZETTA TECHNOLOGY SERVICES, LLC. TO  
RIZZETTA & COMPANY**

**THIS ASSIGNMENT AND AMENDMENT (“Assignment”)** is made and entered into this 15<sup>th</sup> day of November 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and K-Bar Ranch II Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 12750 Citrus Park Lane, Tampa, FL 33625 (the “**District**”).

**RECITALS**

**WHEREAS**, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 15, 2019, (the “**Agreement**”); and

**WHEREAS**, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

**WHEREAS**, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

**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 District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

**3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

**4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

**A. If to the District:** K-Bar Ranch II Community Development District  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Persson Cohen & Mooney, PA  
6853 Energy Court  
Lakewood Ranch, Florida 34240  
Attn: District Counsel

**B. If to Assignee:** Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: CDD Legal

**5. COUNTERPARTS.** This Assignment 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.


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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman / Vice Chairman

**Assignor: Rizzetta Technology Services, LLC.**

By:   
Print Name: William J. Rizzetta  
Its: President

**Assignee: Rizzetta & Company, Inc.**

By:   
Print Name: William J. Rizzetta  
Its: President



Rizzetta & Company

Tab 4

**CONSENT TO ASSIGNMENT OF THE  
CONTRACT FOR PROFESSIONAL AMENITY SERVICES BY  
AND BETWEEN K BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT AND  
RIZZETTA AMENITY SERVICES, INC. TO  
RIZZETTA & COMPANY, INC.**

**THIS ASSIGNMENT AND AMENDMENT (“Assignment”)** is made and entered into this 15th day of November, 2021 by and between, Rizzetta Amenity Services, Inc. whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and K Bar Ranch II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose address is 12750 Citrus Park Lane Tampa , FL 33625 (the “**District**”).

**RECITALS**

**WHEREAS**, Assignor and the District previously entered into the certain *Professional Amenity Services contract*, dated January 25, 2020, (the “**Agreement**”); and

**WHEREAS**, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

**WHEREAS**, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

**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 District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignors’ assignment of the Agreement to Assignee.



Rizzetta & Company



**3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

**4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

**A. If to the District:** K Bar Ranch II Community Development District  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Persson Cohen & Mooney, PA  
6853 Energy Court  
Lakewood Ranch, Florida 34240  
Attn: District Counsel

**B. If to Assignee:** Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: CDD Legal

**5. COUNTERPARTS.** This Assignment 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

**K Bar Ranch II Community Development District**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman / Vice Chairman

**Assignor: Rizzetta Amenity Services, Inc.**

By: William J. Rizzetta  
Print Name: William J. Rizzetta  
Its: President

**Assignee: Rizzetta & Company, Inc.**

By: William J. Rizzetta  
Print Name: William J. Rizzetta  
Its: President



Rizzetta & Company

Tab 5

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, K-Bar Ranch II Community Development District (hereinafter the “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, the Board of Supervisors (hereinafter the “Board”) previously designated Lynn Hayes and Matthew Huber as Assistant Secretaries pursuant to Resolution 2021-02; and

WHEREAS, the Board now desires to re-designate the Assistant Secretaries.

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

Section 1.     Taylor Nielsen & Matt Huber are appointed as Assistant Secretaries.

Section 2.     This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF NOVEMBR, 2021.**

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

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

Tab 6

Quality Sod and Landscape LLC  
18402 US Hwy 41  
Spring Hill, FL 34610 US  
qualitysodsolutions@gmail.com

**ADDRESS**

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

**SHIP TO**

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

**Estimate 1431****DATE** 10/22/2021

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Re-Sod Commercial Seffner Re-sod Bahia Commercial	RE-sod K-Bar parcel II. Kill, remove and replace with new argentine Bahia grass. Median area from monument up to end of median (Only completely bare or 100% weed areas, whole median needs replaced)	9,900	0.50	4,950.00
	Re-Sod Commercial Seffner Re-sod Bahia Commercial	Re-sod KBAR parcell II. Kill, remove and replace with new argentine Bahia grass. N Bound lane-monument up to hawk valley entrance , 15ft off sidewalk (only completely bare or 100% weed areas, 20% of this area needs replaced) total replacement was 11,730sq ft.	2,346	0.50	1,173.00
	Re-Sod Commercial Seffner Re-sod Bahia Commercial	Re-sod KBAR parcell II. Kill, remove and replace with new argentine Bahia grass. N Bound lane- hawk valley up to redwood entrance, 15ft off sidewalk (only completely bare or 100% weed areas, 35% of this area needs replaced) total replacement was 24,795sq ft.	8,678	0.50	4,339.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Re-Sod Commercial Seffner Re-sod Bahia Commercial	Re-sod KBAR parcell II. Kill, remove and replace with new argentine Bahia grass. N Bound lane- Redwood entrance up to pavement break, 15ft off sidewalk (only completely bare or 100% weed areas, 35% of this area needs replaced) total replacement was 23,130sq ft.	8,095	0.50	4,047.50
Re-Sod Commercial Seffner Re-sod Bahia Commercial	Re-sod KBAR parcell II. Kill, remove and replace with new argentine Bahia grass. S Bound lane. from pavement change to redwood entrance, area between sidewalk and street and 15ft off back side of the sidewalk. Sodding approx 30ft off road total. (only completely bare or 100% weed areas, the entire area between sidewalk and street needs replaced, area on back side of the sidewalk is in ok shape) total replacement was 54,810sq ft.	28,917	0.50	14,458.50
Re-Sod Commercial Seffner Re-sod Bahia Commercial	Re-sod KBAR parcell II. Kill, remove and replace with new argentine Bahia grass. S Bound lane. from redwood entrance to hawk valley entrance, area between sidewalk and street and 15ft off back side of the sidewalk. Sodding approx 30ft off road total. (only completely bare or 100% weed areas, 25% of this area needs replaced) total replacement was 49,590sq ft.	12,397	0.50	6,198.50
Re-Sod Commercial Seffner Re-sod Bahia Commercial	Re-sod KBAR parcell II. Kill, remove and replace with new argentine Bahia grass. S Bound lane. from hawk valley entrance to monument. area between sidewalk and street and 15ft off back side of the sidewalk. Sodding approx 30ft off road total. (only completely bare or 100% weed areas, 80% of this area needs replaced) total replacement was 27156sq ft.	21,724	0.50	10,862.00

TOTAL

\$46,028.50

Accepted By

Accepted Date



Tab 7





WELCOME







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# JPHT Recycled Plastic Hexagon Picnic Table



## Product Image

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## Description

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Recycled Plastic Benches/Tables are made out of Waste Plastics and are uniquely designed to inhibit vandalism. Plated steel hardware is molded directly into the bench and table supports, and once completely assembled, the hardware is inaccessible.

# SUNBRITE

## OUTDOOR FURNITURE

610 Irene Street Orlando, FL 32805  
 800-724-3820 407-294-9041  
 Fx: 407-294-0513  
 www.sunbritefurniture.com

## QUOTATION

Date 6/2/2021 Quote # 19356

K-Bar Ranch II CDD  
 Susan Cali 813.388.9646  
 10820 Mistflower Lane  
 Tampa, FL 33647

Ship To

QUOTE VALID FOR 90 DAYS	*Terms	Rep	FOB	Vendor #
	Due on receipt	EMR		

Description	Qty	Price	Total
NOTE: WITH THE COVID-19 CONCERN AND WEATHER RELATED RAW MATERIAL SUPPLY INTERRUPTIONS, THERE COULD BE UNEXPECTED DELAYS OR PRICE CHANGES AT NO FAULT OF SUNBRITE OUTDOOR FURNITURE, INC. PRODUCTION TIME IS 16 - 18 WEEKS FROM DATE OF ORDER / DEPOSIT. PRICING SUBJECT TO CHANGE. TERMS ARE 50% DEPOSIT WITH ORDER, BALANCE DUE AT DELIVERY TO DRIVER. ACTUAL LEAD TIME MAY CHANGE DEPENDING ON DATE OF ORDER. PAYMENT VIA CREDIT CARD, PLEASE ADD 3% FEE.			
JPHT-Hexagon Picnic Table ASSEMBLED 16 - 18 weeks lead time	2	945.00	1,890.00
Freight Delivery - Estimated	1	400.00	400.00

Signature required confirming items ordered, color selection, delivery address and terms of delivery

**Subtotal** \$2,290.00

**Sales Tax (0.0%)** \$0.00

**Total** \$2,290.00

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

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

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

YOUR P.O. No.

\*NOTE: PAYMENT VIA CREDIT CARD WILL INCUR AN ADDITIONAL 3% HANDLING FEE - UNLESS NOTED ABOVE ON QUOTE.

Tab 8



**Site Name** FCC SA  
**Street Address** 5619 E. Columbus Dr.  
**City, State Zipcode** Tampa, FL 33619  
**(000) 000-0000** 813-999-0078

**FCC Agreement #**  
**Customer ID**  
**Acct. Name** K Bar Ranch 2  
**Salesperson** Scott Ward  
**Effective Date**

## Non-Hazardous Waste Summary Front Load Dumpster

### Service Information

**Name** K Bar Ranch 2  
**Address** 10820 Mistflower Lane  
**City State Zip** Tampa  
 FL  
**Contact**  
**Telephone #**  
**Fax #**  
**Email**

**Customer Comments:**

### Billing Information

**Name** K Bar Ranch 2  
**Address** 10820 Mistflower Lane  
**City State Zip** Tampa  
 FL 33647  
**Contact** Taylor Nielsen  
**Telephone #** (813) 533-2950  
**Fax #**  
**Email** tnielsen@rizzetta.com

**PO#:**

### Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Collection Rate	
1	8 yd	MSW	1	Disposal	\$ 110.15
				Lock Bar	\$ 73.44
				Casters	\$
				Maintenance/Rental	\$
				Delivery	\$ .00
Current rate for Extra Pickup (per lift): \$ 125.00				<b>TOTAL:</b>	\$ 183.59

### SPECIAL INSTRUCTIONS

## Non-Hazardous Waste Summary Roll Off Dumpster

### Service Information

**Name** K Bar Ranch 2  
**Address** 10820 Mistflower Lane  
**City State Zip** Tampa  
 FL  
**Contact**  
**Telephone #**  
**Fax #**  
**Email**

**Customer Comments:**

### Billing Information

**Name** K Bar Ranch 2  
**Address** 10820 Mistflower Lane  
**City State Zip** Tampa  
 FL 33647  
**Contact** Taylor Nielsen  
**Telephone #** (813) 533-2950  
**Fax #**  
**Email** tnielsen@rizzetta.com

**PO#:**

### Service Description & On Demand Rates\*

Quantity	Equipment	Material Stream	Frequency	Haul Rate	
				Disposal Rate Per Ton	\$ .00
				Maintenance/Rental	\$
				Minimum Haul/Day (over 30 days)	\$
				Delivery	\$

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Taylor Nielsen	Title	Date
FCC Environmental Services	Jason Harman	Director of Sales	
	Printed Name	Title	Date

# Collection Service Agreement

## Non-Hazardous Waste

## TERMS AND CONDITIONS

A. **SERVICES RENDERED; WASTE AND RECYCLING MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable materials generated by Customer or at Customer's Location. "Excluded Materials" specifically excludes waste tires, Radioactive, volatile, corrosive, flammable, explosive, bio-Medical, infectious, biohazardous, regulated medical, or Hazardous waste, toxic substance, or material, as defined by, Characterized or listed under applicable federal, state, or local laws or regulation. Title to and liability for Excluded Materials shall remain with Customer at all times.

B. **TERM.** The term of this agreement shall be for 36 months from the effective date of service. At the end of the initial term, the contract may be renewed and extended one time for a maximum duration of one year, if the Franchise Collector and the Commercial Customer provide their written consent to the extension. Upon the expiration of the initial or renewal term (if any), the contract shall be extended automatically on a month-to-month basis until the Commercial Customer notifies the Franchise Collector that the Commercial Customer wishes to terminate the contract. The month-to-month contract may be cancelled by the Commercial Customer at any time, without penalty, after the Commercial Customer provides thirty (30) Days' notice to the Franchise Collector.

C. **CHARGES, PAYMENT, ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within thirty (30) days of the date of Company's invoice. Customer shall pay interest on all past due amounts at a rate of 18% per annum or the maximum rate allowable by law, plus a service charge in the amount of \$25.00. In the event Customer fails to pay Company's invoice within thirty (30) days of receipt of the invoice, Company may, at its sole discretion and without notice to Customer, suspend the provision of services to Customer without terminating this Agreement.

D. **RATE ADJUSTMENT.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recyclable facility used by Company; (c) the Consumer Price Index for the municipal or regional area in which the Service Address is located or, If Customer falls under Franchise pricing, the franchised rate is increased; (d) recycling, sorting, processing, and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in applicable laws, including, without limitation, the imposition of taxes, fees, or surcharges. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

E. **EQUIPMENT ACCESS.** All equipment furnished by Company (the "Equipment") shall remain the property of Company, however, Customer shall have care, custody, and control of the Equipment and shall bear responsibility and liability for all loss or damage to the Equipment and for its contents while at Customer's location. If Equipment is damaged or lost while in Customer's care, custody or control, Customer shall, at its sole option, either recover and/or repair such Equipment to the same condition as when it was first received by Customer without costs to Company, or pay the new replacement cost of such Equipment. Customer shall not overload, move or alter the Equipment, and shall use the Equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the Equipment to Company in the condition in which it was provided, with normal wear and tear expected. Customer shall provide unobstructed access to the Equipment on the scheduled collection day. Customer shall pay, if charged by the Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing resulting from Company's provisions of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight and size of the Company's Equipment and vehicles.

F. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than for Cause, or in the event Company terminates this Agreement for Cause, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining initial term under this Agreement is six or more months, Customer shall pay it most recent monthly charges multiplied by twelve 2) if the remaining initial term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining renewal term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining renewal term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the renewal term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

G. **INDEMNITIES.** CUSTOMER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, COMPANY'S OTHER CONTRACTORS AND SUBCONTRACTORS, CONSULTANTS, INVITEES, AND ALL DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITY (INCLUDING CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITY RESULTING OR ARISING FROM EQUIPMENT WHILE IN CUSTOMER'S CARE, CUSTODY OR CONTROL) OF EVERY KIND AND CHARACTER ON ACCOUNT OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES), ARISING OUT OF, RESULTING FROM THE EXCLUDED MATERIALS OR IN ANY WAY INCIDENTAL TO, DIRECTLY OR INDIRECTLY THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO THOSE ACTUALLY OR ALLEGEDLY CAUSED BY THE FAULT OR STRICT LIABILITY OF THE COMPANY, OR THE SOLE OR CONCURRENT NEGLIGENCE OF THE COMPANY).

H. **RIGHT OF FIRST REFUSAL.** If Customer's pricing is not set under a Franchise agreement, Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives, or intends to make, upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

I. **MISCELLANEOUS.** This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of each of the parties. Customer may not assign its rights or obligations hereunder without the prior written consent of Company.

J. **FORCE MAJEURE.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance cause by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, pandemic, natural disaster, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events.

J. (a) **CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, container overages and overflows; and equipment repair and maintenance, all at such standard prices or rates that company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/ or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

K. **GOVERNING LAW.** This agreement and any disputes between the parties will be construed and enforced in accordance with the laws of the State of Texas, in each case, without regard to conflicts-of-law rules that would require the application of another jurisdiction's laws. Should any litigation be commenced between the parties or their respective successors, affiliates, agents or assigns, relating to or concerning the services, Equipment, Waste Materials, or this Agreement, or the rights and obligations of the parties hereunder, or to interpret or enforce this Agreement, such litigation shall be commenced and each party parties submits to the jurisdiction of the state and federal courts of the state where the services are performed, and the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to recover their reasonable and necessary attorneys' fees and costs in an amount, which, if not agreed to or stipulated by the Parties, shall be determined in the same action.

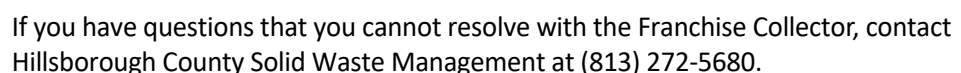
Initials of Customer's Authorized Representative



- FCC Environmental Services FL LLC: (813) 999-0078
- Republic Services of Florida: (813) 265-0292
- Waste Management of Tampa: (813) 621-3055

- Commercial collection service shall be provided at least once per week unless the County approves an alternate collection schedule.
- Commercial collection service shall be sufficient to ensure that the commercial container is not overfilled, and solid waste is not placed outside the commercial container between collection days.
- The commercial customer shall ensure that the commercial container meets all County setbacks and is not placed on the County's right of way.
- The term of a commercial collection service contract shall not be longer than three (3) years.

Print Name of Franchise Collector and Representative \_\_\_\_\_ Date \_\_\_\_\_





PROPOSAL

11/3/2021

Taylor Nielsen  
K Bar Ranch II CDD  
10820 Mistflower Ln  
Tampa, FL33647  
Quote: A217895268

K Bar Ranch II CDD:

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

Service Details			
SMALL CONTAINERS			
Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$128.00 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *	
Small Container Base Rates	\$128.00
Total Fuel/ Environmental Recovery Fees**	\$49.47
Administrative Fee**	\$5.95
Total Estimated Amount	\$183.42

One Time Charges	
Delivery Charge Subtotal	\$250.00
Valued Customer Discount - Delivery	- \$250.00
Total Fuel/ Environmental Recovery Fees**	\$0.00
Total One-Time Amount	\$0.00

Adam Devries  
Republic Services

[adevries@republicservices.com](mailto:adevries@republicservices.com)  
[www.republicservices.com](http://www.republicservices.com)

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

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	K Bar Ranch II CDD
ATTN	Taylor Nielsen
ADDRESS	10820 Mistflower Ln
CITY	Tampa, FL
STATE	
ZIP CODE	33647
TEL. NO.	813-533-2950FAX NO.

SITE LOCATION	
SITE NAME	K Bar Ranch II CDD
ADDRESS	10820 Mistflower Ln
CITY	Tampa, FL
STATE	
SUITE	
ZIP CODE	33647
TEL. NO.	(813) 533-2950
FAX NO.	
AUTHORIZED BY	Taylor Nielsen
TITLE	
CONTACT	Taylor Nielsen
TITLE	



Customer Service Agreement

AGREEMENT NUMBER	A217895268
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ACCOUNT NUMBER	696
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EMAIL : [tnielsen@rizzetta.com](mailto:tnielsen@rizzetta.com)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	8.00Yd(s)	N	1	P	N	1/1/W				N	RF01	1/31/2022		\$128.00	\$241.50			Delivery \$250.00 Exchange \$200.00 Extra Yds \$88.00 Relocate \$265.00 Removal \$219.01	

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

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

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

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

BY : \_\_\_\_\_

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

(AUTHORIZED SIGNATURE)  
\_\_\_\_\_  
CUSTOMER NAME (PLEASE PRINT)

\_\_\_\_\_  
DATE OF AGREEMENT

charge for the collection of solid waste \$89.05. charge for the disposal of solid waste \$47.95

COMMENTS:

Valued Customer Discount - Delivery for 1 container FL 8.00 yard - \$250.00

**Delivery Notes:**

Safety: No Safety Concerns

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

See reverse for Terms and Conditions

## TERMS AND CONDITIONS

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

**TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 12 MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

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

**WASTE DEFINITIONS.** "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminates, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

**SCOPE OF SERVICES.** Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

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

**ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Service Details. Subject to any Comments in the Service Details, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

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

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site Location.

**INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) CUSTOMER'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.**

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

**LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal

to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All written notices to Company pertaining to this Agreement shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this Agreement will be deemed effective no less than 60 days from the certified mail return receipt date.

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

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

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

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

**RECYCLABLE MATERIAL.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal. **ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth. (c) Customer shall not load materials above the top of the rolloff. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

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

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of

the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER'S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

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

**ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

**"Box Mail-Back Services"** means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

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

**"Bulb & Battery Recycling Services"** includes Box Mail-Back Services as a means to recycle or dispose of Bulbs & Batteries.

**"Electronic Material"** consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

**"Electronic Material Services"** includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material. "Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**"Full Service"** means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

**"High Grade"** means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

**"Low Grade"** means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

**"Pack Up & Pick Up Services"** means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility. "Video Display Device" means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

**BOX MAIL-BACK SERVICES.** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is \$14 for a lamp box and \$12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

**Expiration of Boxes.** Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

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

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to \$0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to \$0.37 per pound; (iv) processing electronics containing wood up to \$0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to \$1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**Automatic Reordering.** For automatic reordering of Box Mail-Back Services, the following provisions will apply:

Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer's possession. Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

**PACK-UP & PICK UP SERVICES.** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

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

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to \$0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to \$0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to \$0.37 per pound will apply.

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

CUSTOMER'S INITIAL:

DATE:

Tab 9





## Aquatic Management Agreement

This Agreement, dated for \_\_\_\_\_, 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 II** (hereinafter the "Customer"), c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa FL 33625.

***Treatments to start once property is conveyed to K-Bar II CDD and contract approved by the K-Bar II CDD BOS.***

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):

**9 Waterways                                      12,690 Linear Feet                                      15.35 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 Waterway Maintenance EAGLE CREEK - D (See Survey Page)</b>	<b>\$ 540.00/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 (<i>Where Needed</i>)</b>	<b>Included</b>
⇒ <b>Water Testing</b>	<b>Included</b>
⇒ <b>Aquatics Consulting</b>	<b>Included</b>
⇒ <b>Management Reporting</b>	<b>Included</b>

<b>Total Yearly Contract Amount Pond / Mitigation Maintenance</b>	<b>\$ 6,480.00/year</b>
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**Pond Maintenance – Twenty-Four (24) Inspections per Year, with treatments performed, as necessary. Follow-up treatments performed at no additional cost.**

***\*\* Trash and Debris removal will consist of normal trash along pond shorelines and within 4' reach of the 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.

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 effected. 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

10/19/2021

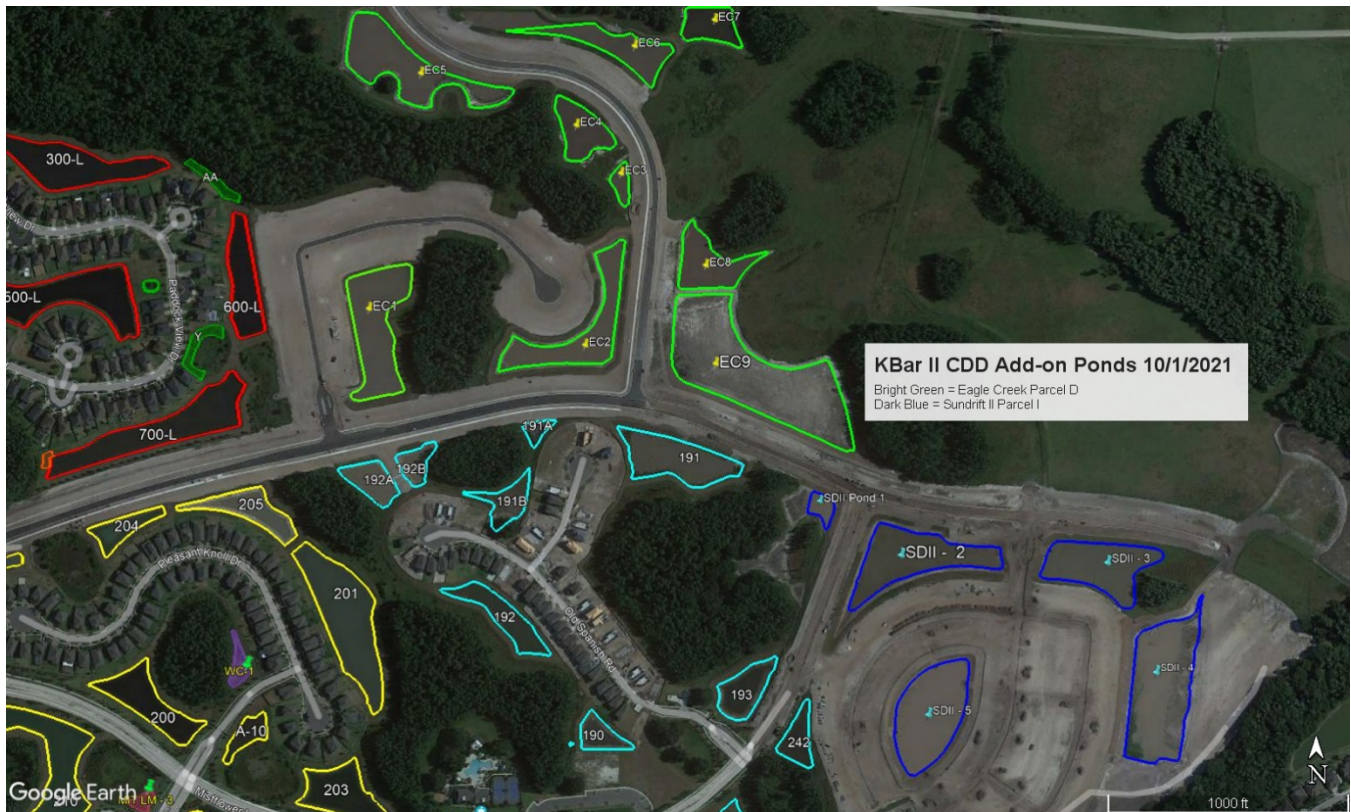
Date

Date

## Site Survey Sheet K-Bar Ranch CDD II GEP Surveyed – EAGLE CREEK Parcel D

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>
EC1	1,620	2.18
EC2	1,955	1.76
EC3	430	0.22
EC4	840	0.88
EC5	1,975	2.32
EC6	1,600	1.16
EC7	745	0.69
EC8	1,150	1.12
EC9	2,375	5.02
<b>Total Eagle Creek-D</b>	<b>12,690</b>	<b>15.35</b>

### K-Bar Ranch CDD II Site Map EAGLE CREEK, Parcel D (in Green)



Tab 10



## Aquatic Management Agreement

This Agreement, dated for \_\_\_\_\_, 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 II** (hereinafter the "Customer"), c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa FL 33625.

***Treatments to start once property is conveyed to K-Bar II CDD and contract approved by the K-Bar II CDD BOS.***

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):

**5 Waterways                                  6,505 Linear Feet                                  9.73 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 Waterway Maintenance SUNDRIFT II - 1 (See Survey Page)</b>	<b>\$ 340.00/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 (<i>Where Needed</i>)</b>	<b>Included</b>
⇒ <b>Water Testing</b>	<b>Included</b>
⇒ <b>Aquatics Consulting</b>	<b>Included</b>
⇒ <b>Management Reporting</b>	<b>Included</b>

<b>Total Yearly Contract Amount Pond / Mitigation Maintenance</b>	<b>\$ 4,080.00/year</b>
---	-------------------------

**Pond Maintenance – Twenty-Four (24) Inspections per Year, with treatments performed, as necessary. Follow-up treatments performed at no additional cost.**

***\*\* Trash and Debris removal will consist of normal trash along pond shorelines and within 4' reach of the 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.

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**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.

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Blue Water Aquatics, Inc.

Customer

10/19/2021

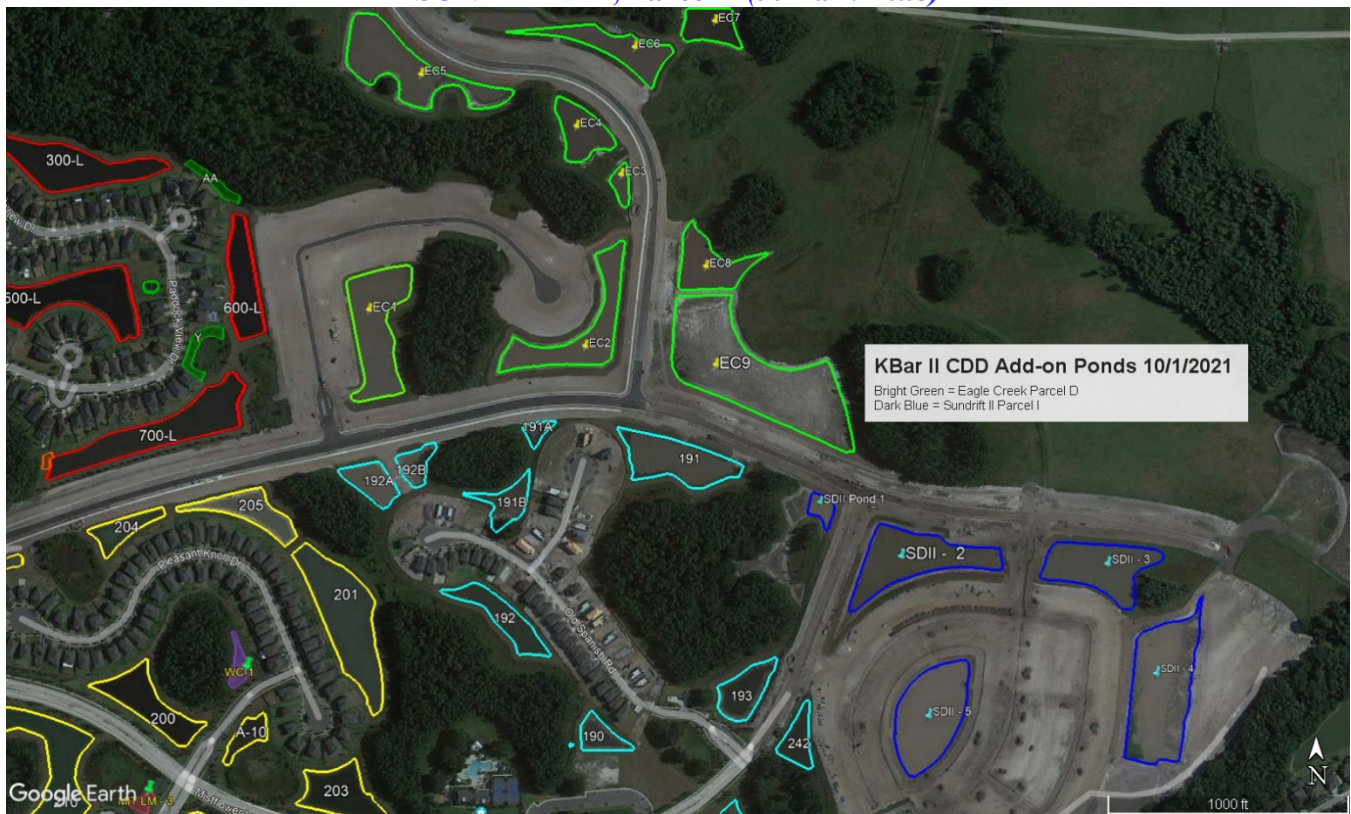
Date

Date

**Site Survey Sheet**  
**K-Bar Ranch CDD II**  
**GEP Surveyed – SUNDRIFT II, Parcel 1**

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>
SDII-1	430	0.23
SDII-2	1,685	2.14
SDII-3	1,340	1.82
SDII-4	1,790	3.20
SDII-5	1,260	2.34
<b>Total Sundrift II-1</b>	<b>6,505</b>	<b>9.73</b>

**K-Bar Ranch CDD II**  
**Site Map**  
**SUNDRIFT II, Parcel 1 (in Dark Blue)**



Tab 11



**From:** Bill Johnson <BJohnson@rizzetta.com>

**Sent:** Wednesday, November 3, 2021 11:45 AM

**To:** Taylor Nielsen <TNielsen@rizzetta.com>

**Subject:** RE: [EXTERNAL]RE: [EXTERNAL]RE: TENATIVE AGENDA: K-Bar Ranch II BOS Meeting- Monday, November 15

Taylor

Regions, the Trustee, notified Rizzetta that the District was short \$25K for the November 1 debt service payment. In trying to determine what occurred, it was discovered that Regions did not process an extraordinary redemption on February 1, 2021. The redemption should have been for approximately \$1.6MM. Because of this, the bonds accrued an additional 3 months of interest at 5.625% or roughly \$22K.

Because of the need to ensure proper funds were available for the November 1 payment, funds were transferred from the General Fund to the Bond Revenue fund on October 28 for \$23K. At this time, the board will need to ratify this transfer of funds. The transfer has been entered as an Accounts Receivable for the district. I am working on an analysis to determine if there were any other "missed" redemptions that caused the district to pay additional interest.

I can be available for the board meeting on the 15<sup>th</sup> to answer questions. I will have a completed reconciliation before then for review.

Let me know if you have any questions

Bill

**Bill Johnson**

Manager, District Financial Services

Rizzetta & Company

Phone: 813.925.9495

[bjohnson@rizzetta.com](mailto:bjohnson@rizzetta.com)

Tab 12

**Arbitrage Rebate Computation  
Proposal For  
K-Bar Ranch II Community Development District  
(Orange County, Florida)**

**\$4,395,000 Special Assessment Revenue Bonds, Series 2017 A-1**

**\$7,135,000 Special Assessment Revenue Bonds, Series 2017 A-2**

**\$5,420,000 Special Assessment Revenue Bonds, Series 2017 A-3**





# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

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

November 2, 2021

K-Bar Ranch II Community Development District  
c/o Ms. Shandra Torres  
District Compliance Associate  
Rizzetta & Company, Inc.  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625

Re: Arbitrage Rebate Computation Proposal for the K-Bar Ranch II Community Development District (Orange County, Florida)

\$4,395,000 Special Assessment Revenue Bonds, Series 2017 A-1  
\$7,135,000 Special Assessment Revenue Bonds, Series 2017 A-2  
\$5,420,000 Special Assessment Revenue Bonds, Series 2017 A-3

To Whom It May Concern:

Thank you for having Rizzetta contact our office and request this Proposal for the above-referenced K-Bar Ranch II Community Development District (the "District") bond issue (the "Bonds"). AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Bonds. We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

## **Firm History**

AMTEC was incorporated in 1990 and maintains a prominent client base of community development districts, colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,600 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

## **Southeast Client Base**

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. In Florida, we are exclusive rebate consultant to the City of Palm Beach and Broward County, in addition to working on nearly 100 separate CDD bond issuances throughout the State. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, Alaska and West Virginia.

We have prepared a Proposal for the computation of arbitrage for the Bonds. We have established a "bond year end" of December 22<sup>nd</sup>, based upon the anniversary of the closing date in December 2017.

## Proposal

We are proposing rebate computation services based on the following:

- \$4,395,000 Special Assessment Revenue Bonds, Series 2017 A-1
- \$7,135,000 Special Assessment Revenue Bonds, Series 2017 A-2
- \$5,420,000 Special Assessment Revenue Bonds, Series 2017 A-3
- Fixed Rate Debt
- Acquisition and Construction, Capitalized Interest, Debt Service Reserve, Cost of Issuance and Debt Service Funds

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from December 22, 2017, the date of the closing, through December 22, 2022, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity of the Bonds. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### AMTEC Professional Fee – Series 2017 A-1, A-2 & A-3 Bonds

Report Date	Type of Report	Period Covered	Fee
April 30, 2021	Rebate and Opinion	Closing – December 31, 2020 (3 Bond Years of Activity)	\$1,350
December 31, 2021	Rebate and Opinion	Closing – December 31, 2021	450
December 22, 2022	Rebate and Opinion	Closing – December 22, 2022 *	450

\* IRS required reporting date

**In order to begin our computations, we are requesting the following data:**

1. Regions Bank statements for all accounts from December 22, 2017 through each report date.

### AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through each report date;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

K-Bar Ranch II Community Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation



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

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

Michael J. Scarfo  
Senior Vice President

Tab 13

# K-BAR RANCH II

COMMUNITY DEVELOPMENT DISTRICT

10820 Mistflower Lane  
Tampa, FL 33647  
Phone 813-388-9646  
manager@kbarII.com

## Clubhouse Manager's Report October 2021 for November Meeting

### Operations and Maintenance Report

#### Amenities Center

- One pool camera down. Parts on order.
- Security Camera System & Internet down-Securiteam replace UPS parts
- Pool overflowing-Suncoast replaced pool water make-up tray
- Suncoast replace Flow meter in pool
- Order Gate Remotes & Stickers
- Sunbrite replace rocking chair backs
- Remove wasps & nest from mailbox
- Cleaned 52 pool dining & 54 lounge chairs
- Brandon Electric do repairs at Briarbrook, Winsome Manor & Hawk Valley Monuments and entry lights
- Brandon Electric continue working on Winsome Manor Monument light repairs
- Sent Dept of Health pool correction documents & photos
- Securiteam changed clubhouse router
- Brandon Electric replaced half of strip lights for exit side of Winsome Manor Monument
- Securiteam move controller from Winsome Manor to clubhouse
- Securiteam repair Sundrift Exit gate malfunction
- Securiteam reinstall Winsome manor barrier arm.
- Securiteam repair pool camera & pole wires (Left Pavilion & Rear)
- Heritage Drywall came to evaluate ceiling leak damage, getting estimate

#### Ponds

- Inform people fishing of location of Fishing Pond

#### Landscaping

- Yellowstone trim Palms in pool area and Amenity Center grounds
- Yellowstone remove tree support straps

#### Gates.

- Hawk Valley Camera switch malfunctioning-Securiteam ordered new one.
- Securiteam put back up Winsome Manor, Sundrift & Old Spanish Barrier Arms

#### Events/Activities

- Every Wednesday Free Coffee Day
- Halloween House Decorating Contest
- Halloween Children's Event



Tab 14

# K BAR RANCH II

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## FIELD INSPECTION REPORT



October 19, 2021  
Rizzetta & Company  
Jason Liggett-Field Services Manager  
Bryan Schaub-Field Services Manager



Rizzetta & Company  
Professionals in Community Management



# Summary, Recent and Upcoming Events, Hawk Valley, Redwood Pt.

## General Updates, Recent & Upcoming Maintenance Events

- ❖ Improve the vigor in the Annuals in the community entrances.
- ❖ Provide the district with a mulch proposal.

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. **Purple** is installation contractor. **Orange** indicate tasks to be completed by Staff and **Bold, underlined black** indicates updates or questions for the BOS.

1. At the Amenities Center, check the beds in the SE corner of the Pool Deck, there are multiple types of plants and multiple units that are chlorotic. Also, the Liriope has Tip Fungus. Investigate and take corrective actions.
2. In the same area, the bush form Ligustrum look to have Brown Spot. Diagnose and Treat. (Pic 2)



6. There is a possible irrigation break at the drinking fountain. It most likely is a potable water line but let's rule out an irrigation break. (Pic 6)



3. In the Pool Deck, there are several poor turf areas. Investigate and take corrective action.
4. Also, in the Pool Deck are two Ribbon Palms that appear to have Fusarium Wilt. These Palms might be candidates for OTC injections but are most likely unsalvageable.
5. Check the Podocarpus at the vacuum station.
7. Remove the grassy weeds growing in the Viburnum hedge at the Amenities Center and at multiple other areas.
8. At the north end of the Pool Deck, investigate the dry looking turf conditions and correct.
9. The turf areas at the entrance to the Amenities Center are off colored and thin. Investigate and improve.
10. In the bed between the sidewalk on Mistflower and the Amenities Center parking area, there is an irrigation break with washed out sand pooling at the bed edge. Repair.



# Redwood Point, Wild Tamarind, Laurel Vista

11. At the Amenities Center, along roads, and at all neighborhood entrances, there are broadleaf and/or grassy weeds in the turf. Schedule property-wide turf weed treatment.
12. In the beds to the west side of the Amenities Center there are several dead/dying Sage bushes. Treat remaining units and replace dead units.
13. In the beds by the Amenities Center and along Mistflower, remove very large weeds in the Fakahatchee grass.
14. In the same area, treat stressed Ornamental Grasses for Spider Mites.
15. Improve the turf health and appearance in the island turf stands near the Amenities Center. They are weedy and have bare spots. (Pic 15)



16. In the beds along Wildflower, remove all large weeds from the Loropetalum.
17. At the Moss Pine entrance and all other entrances on Mistflower, the Viburnum are exhibiting a rust color usually associated with nutrient leaching. The units in the middle are in the poorest shape and are also sitting in the lowest grade of each bed. Check each bed and adjust the fertilization to correct. The Board may want to consider adding soil to the centers of each bed. (Pic 17 >)

18. At the Mossy Pine entrance, remove all grassy weeds from the Viburnum bushes.
19. Along Mistflower, monitor the Magnolias as they are looking stressed.
20. At Old Spanish, check on the Podocarpus as they are stressed.
21. At Sundrift, check on the Pringles Podocarpus. They are off colored and are dropping leaves.
22. In the island at the Sundrift entrance, there is a possible irrigation break. Investigate and repair if needed.
23. Treat the Ornamental Grasses at the Sundrift monument for Spider Mites.
24. Inside the gate at Sundrift to the west, there are several active ant mounds. Treat and rake out when inactive.
25. In the same area, the Standard Hollies are chlorotic. Correct.
26. In the beds around the Lift Station at the end of Rolling Moss, there are several dead Jack Frost Privet. Replace.
27. In the same bed, remove all grassy weeds.





# Redwood Point, Wild Tamarind, Laurel Vista

28. At the Lift Station, vendor to discontinue blowing grass clippings into beds and tree rings.
29. In the beds around the Lift Station parking, check the Viburnum and treat.
30. In the same area behind the Mail Kiosk and along the metal fencing and at the corner of KBRB & Paddock View, let's trim back the Ornamental Grasses that are growing through metal fencing. The fronts look good.
31. In the same areas, remove viny weeds from the Viburnum and top the Viburnum as they are shaggy.
32. At Winsome Manor and other entrance monuments. Replace dead Annual flowers and improve the health of the remaining units. (Pic 32)



33. Along west Mistflower near the Round About, check on several very dry looking turf areas.
34. In the north ROW of Mistflower, remove all large weeds in the Viburnum hedge and Witches Broom from the Ornamental Grasses.
35. At the corner of KBRP & Paddock View, investigate and correct chlorotic Xanadu.

36. At the Round About in the surrounding beds, remove all large weeds, vines and dead material from the plant material. Multiple weeds are over 6 feet tall. (Pic 36)



37. Along KBRB, there are multiple areas with Viburnum units that are struggling as evidenced by slower growth rates, thin leaf structures and discoloration. Investigate and take any measures necessary to correct.
38. Also, along KBRB, there are many dry looking turf areas. Monitor these and increase water as necessary and allowable.
39. At the main entrance, as noted before, improve the health of the Annual Flowers, weed beds, and replace dead units.
40. At the Redwood Point entrance, remove mosses from trees and remove suckers.
41. In the same area, treat all active ant mounds and rake out inactive mounds.
42. Near the Laurel Vista entrance, remove very large weeds from all beds.
43. Vendor to discontinue chemically edging soft bed edges.



# Proposals

1. Provide proposals to treat with OTC injections the Palms in the Pool Deck that are infected with Fusarium Wilt and proposals to remove and replace with a different plant the same infected Palms. Include all irrigation repairs, stump grinding, and clean up in line items for the proposal. (Pic 1)



Tab 15



Josh Oliva  
Yellowstone

# K-BAR II 11/3/21, 10:37 AM

---

Josh Oliva

Wednesday, November 3, 2021

Prepared For Rizzetta

11 Observations Identified





### **MAIN LINE BREAK**

Property Manager

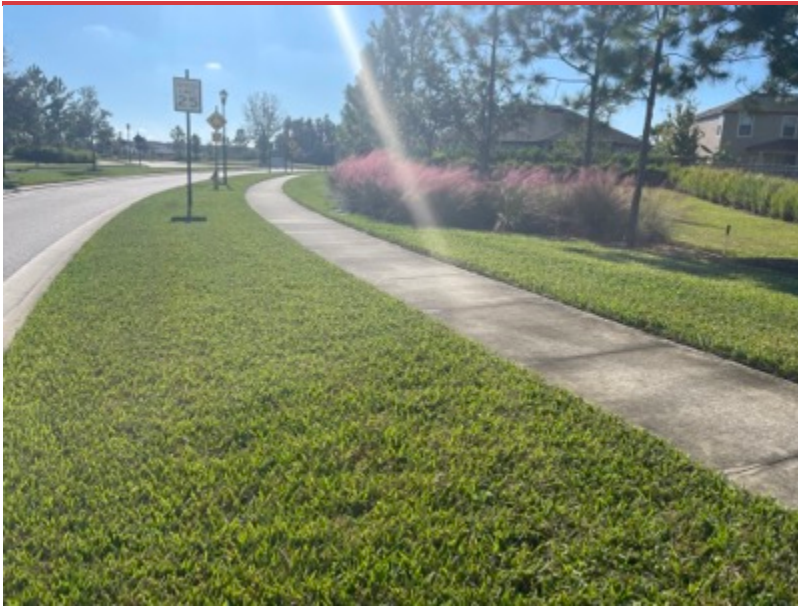
Main line break on right side of K-Bar ranch Pkwy just before Intersection at Meadow pointe Blvd



### **MOWING SERVICES**

Property Manager

Mowing services are being completed



---

## **TURF MOWING**

Property Manager

Mowing services are being completed throughout.



---

## **BRIARBROOK LIFT STATION PLANT MATERIAL**

Property Manager

Plant material at lift station is pushing new growth. Irrigation has been reduced and red discoloration from ground saturation starting to push out.





---

## **K-BAR 2 PALM TRIMMING**

Property Manager

Palms throughout K-Bar 2 have all been trimmed. Including palms located in amenity center.



---

## **MAG TREES**

Fert/Chem

Keep pushing fertilizers on all new trees and shrubs to promote growth, creating full look.



### **CRACK/GUTTER WEEDS**

Property Manager

All crack/gutter weeds are being treated with every service.



### **TURF WEEDS**

Property Manager / Fert-Chem

Turf weeds are being treated throughout K-Bar 2 in all St.

Augustine areas including sundrift entrance, briar brook, winsome manor, mossy pine and old Spanish.





---

## **ORNAMENTAL GRASSES**

Property Manager/ YL Crew

Ornamental grasses will be cut back this month.



---

## **TURF WEEDS**

Property Manager

Turf weeds along exit side of K-Bar 2 along mist flower have been treated and are dying out. Will continue to monitor and spot treat with selective herbicides throughout.



## **RED WOOD POINTE**

Fert/Chem

Follow up herbicide application  
needed on turf weeds at Red  
wood pointe

Tab 16



Proposal #164207

Date: 10/26/2021

From: Joshua Oliva

Proposal For

K-Bar Ranch II CDD

c/o Rizzetta & Company, Inc.  
12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625

main: 813-933-5571  
mobile:  
bradcliff@rizzetta.com

Location

10300 K Bar Ranch Pkwy  
Tampa, FL 33647

Property Name: K-Bar Ranch II CDD

2021 Community Mulching

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Pine Bark Mini Nuggets	500.00	\$45.50	\$22,750.00

Client Notes

A proposal for the 2021 Community Mulching.

2021 quote includes additional materials 55 yards incorporated from K-Bar 1 (interlocal agreement), mulch for the clubhouse and parking lot, and new community entry ways and common areas.

Price also includes mossy pines and old Spanish entrances

Price includes: installation and clean up

Signature

x

SUBTOTAL	\$22,750.00
SALES TAX	\$0.00
TOTAL	\$22,750.00

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: \_\_\_\_\_

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

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

Assigned To

Joshua Oliva  
Office:  
joliva@yellowstonelandscape.com



Proposal #165234

Date: 10/29/2021

From: Joshua Oliva

Proposal For

K-Bar Ranch II CDD

c/o Rizzetta & Company, Inc.  
12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625

main: 813-933-5571  
mobile:  
bradcliff@rizzetta.com

Location

10300 K Bar Ranch Pkwy  
Tampa, FL 33647

Property Name: K-Bar Ranch II CDD

Amenity Center Plant Install/Finger Island

Terms: Net 30

Price to remove declined Texas sage inside amenity center pool area in first finger island on the left as you exit stairs onto pool deck area. Replacing with 9 - 3 Gal. Petra, Crotons.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor	1.00	\$30.20	\$30.20
Mammy Croton, 3 GAL	10.00	\$16.74	\$167.43
Irrigation Labor	1.00	\$33.11	\$33.11
Pine Bark Mulch	2.00	\$9.89	\$19.77

Client Notes

Signature

x

SUBTOTAL \$250.51

SALES TAX \$0.00

TOTAL \$250.51

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: \_\_\_\_\_

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

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

Assigned To

Joshua Oliva  
Office:  
joliva@yellowstonelandscape.com



Proposal #165232

Date: 10/29/2021

From: Joshua Oliva

Proposal For

K-Bar Ranch II CDD

c/o Rizzetta & Company, Inc.  
12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625

main: 813-933-5571  
mobile:  
bradcliff@rizzetta.com

Location

10300 K Bar Ranch Pkwy  
Tampa, FL 33647

Property Name: K-Bar Ranch II CDD

Amenity Center Plant Install

Terms: Net 30

Price to remove Jack frost Ligustrum and install 5 - 3 Gal. Petra Croton on Southeast side of tennis court.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor	1.00	\$30.20	\$30.20
Petra Croton, 3 GAL	5.00	\$16.74	\$83.71
Irrigation Labor	1.00	\$33.11	\$33.11

Client Notes

Signature

x

SUBTOTAL	\$147.02
SALES TAX	\$0.00
TOTAL	\$147.02

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: \_\_\_\_\_

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

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

Assigned To

Joshua Oliva  
Office:  
joliva@yellowstonelandscape.com

Tab 17

# BLUE WATER AQUATICS

## SERVICE REPORT

DATE: 10-8-21

CUSTOMER: K Bar II

AQUATECH: Melissa, George, Sean

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

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
FL0630151	X	X		X			<del>X</del>										Partly Cloudy

OBSERVATIONS/RECOMMENDATIONS treated algae and dyed pond  
Only problem with pond was a brown color due to silt or construction

## 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: 10-11-21

CUSTOMER: K Bar II

AQUATECH: Melissa

ACCOUNT # WORK ORDER # Complaint

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
210	X			X			X	X		X	X			N	30		Partly Cloudy
192, 192A,	X			X			X	X				X					
192B, 191B,	X			X			X	X				X					
191A, 191, 193	X			X			X	X				X					

### OBSERVATIONS/RECOMMENDATIONS

treated algae, torpedo grass, penny wort, cleaver weed, alligator weed, primrose

## BLUE WATER AQUATICS

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NEW PORT RICHEY, FL  
(727) 842-2100

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- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER



# BLUE WATER AQUATICS

## SERVICE REPORT

DATE: 10-14-21

CUSTOMER: K Bar II

AQUATECH: Melissa + Sean

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
121, EWR3,	X			X			X	X				X			NO		Partly Cloudy
122, EWR2	X			X		X	X	X			X	X			↓	↓	↓

OBSERVATIONS/RECOMMENDATIONS treated torpedo grass, algae, spike  
rush, alligator weed, primrose, penny wort

## BLUE WATER AQUATICS

*Aquatic & Environmental Services*

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CUSTOMER

# BLUE WATER AQUATICS

## SERVICE REPORT

DATE: 10-15-21

CUSTOMER: K Bar II

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
223, 232, 100	X			X			XX					X		NO			Partly Cloudy
211, 210, 212,	X			X			XX					X					
(C3), C2, 213,	X			X			XX					XX					
FC 230, FC 231,	X			X			XX					XX					
231, A-13	X			X			XX					X					
101, 102, FC 105,	X			X			XX					X					
104, 103, FC 40,	X			X			XX					X					

### OBSERVATIONS/RECOMMENDATIONS

treated torpedo grass, alligator weed, penny wort, primrose (removed dead primrose) algae, spike rush, water grass

## BLUE WATER AQUATICS

*Aquatic & Environmental Services*

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(727) 842-2100

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- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

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CUSTOMER

# BLUE WATER AQUATICS

## SERVICE REPORT

DATE: 10-26-21

CUSTOMER: H Bar II

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
202, 204, 205	X			X		X	X	X				X			NO		Partly Cloudy
201, 200, A-10	X			X		X	X	X				X					
203, 221, FL 220	X			X		X	X	X				X					
242, 241,	X			X		X	X	X	X			X			Y	Y	↓
223, C2	X			X			X										

### OBSERVATIONS/RECOMMENDATIONS

treated torpedo grass, pennywort, spike, alligator weed, primrose

## BLUE WATER AQUATICS

*Aquatic & Environmental Services*

NEW PORT RICHEY, FL  
(727) 842-2100

- Algae & Aquatic Weed Control Programs
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- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

Tab 18



Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Meeting:** December 13, 2021 @ 9:30am
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seat 1 Vacant, Seat 4 Betty, Seat 5 Steve):** November 9, 2022
- **Quarterly Website Compliance Audit:** 100% in compliance

## District Manager's Report

November 15

# 2021

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#### FINANCIAL SUMMARY

9/30/2021

General Fund Cash & Investment Balance:	\$432,930
Reserve Fund Cash & Investment Balance:	\$50,081
Debt Service Fund Investment Balance:	<u>\$1,545,867</u>
<b>Total Cash and Investment Balances:</b>	<b>\$2,028,978</b>
<b>General Fund Expense Variance: \$72,661</b>	<b>Under Budget</b>